

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 02, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out “citizens not on the agenda” forms. Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Construction Licensing, Enforcement & Appeals Board will meet on Tuesday, March 2, 2021 at 7:00 p.m., in the Board room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring

The Highlands County Health Facilities Authority will meet on Wednesday, March 3, 2021 at 12:00 p.m. in the Sebring City Council Chambers, 368 S. Commerce Ave., Sebring

The Veterans Advisory Board will meet on Thursday, March 4, 2021 at 3:30 p.m. in the Highlands County Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring

The Highlands County Zoning Board of Adjustment will meet on March 9, 2021, at 3:00 p.m. in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission will meet on Wednesday, March 10, 2021 at 7:30 a.m. at Lake Placid Town Hall, 1069 US Hwy. 27 N., Lake Placid

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Highlands County Economic Development Update*
Meghan DiGiacomo, Executive Manager of Business & Economic Development
Jeff King, Economic Development Manager
No Fiscal Impact
[BOCC HCED Update March 2 2021.pdf](#)

6.B *Move to approve Proclamation recognizing March 2018 as Purchasing Month.*
Christine Davis, Purchasing Manager
No fiscal impact
[March_2021_AGENDA_Proclamation_Purchasing_Month. Rev.doc](#)

7 CITIZENS NOT ON THE AGENDA

8 CONSENT AGENDA

- 8.A *Request approval of the minutes from the January 19, 2021 and February 2, 2021 Regular Meetings of the Board.*
[011921REG.pdf](#)
[020221REG.pdf](#)
- 8.B *Request approval to reappoint H. Wayne Harris and to appoint Charles "Charlie" W. Taylor, Jr. as voting members to the Highlands County Health Facilities Authority .*
Ingra Gardner, Community Programs Director
No fiscal impact
[W. Harris Application.pdf](#)
[C. Taylor Application.pdf](#)
- 8.C *Requesting approval of position title and Pay Grade changes for the Cartegraph Analyst, Weed Control Supervisor and Construction Foreman positions in the Road & Bridge Department.*
Rebecca Cable, Human Resources Manager
The fiscal impact will be an increase in salary of \$4,888.00 annually.
[Cartegraph Analyst \(1044\) - OLD.pdf](#)
[Cartegraph Manager \(1044\) - NEW.pdf](#)
[Construction Foreman \(0927\) - OLD.pdf](#)
[Invasive Plant Management Supervisor \(0923\) - NEW.pdf](#)
[Road Construction Supervisor \(0927\) - NEW.pdf](#)
[Weed Control Supervisor \(0923\) - OLD.pdf](#)
- 8.D *Request Board consideration to accept maintenance responsibility of Rodeo Drive N extension*
Clinton Howerton, Jr., P.E., County Engineer and Jonathan Harrison Road and Bridge Director
The fiscal impact to road maintenance budgets is expected to be an average increase of \$2,150/year.
[RODEO DR N Location map.pdf](#)
- 8.E *Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library, Category 1 Architectural Services, and execute agreements between Highlands County and seven (7) proposers.*
Clinton Howerton, Jr., P.E., County Engineer
This is a master continuing services contract and projects will be assigned by either a Consultant Service Authorization (CSA) or Task Order Authorization (TOA), which will include a Scope of Services and Schedule of Payments on an as-needed basis, issued in accordance with Florida Statute 287.055(2)(g) or as amended therein. There is no fiscal impact resulting from this item.
[1 CAT 1 20-024 RFP Packet.pdf](#)
- 8.F *Request approval to move forward with the direct sale of 78 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.*

Brandon Gunn, Purchasing Agent

The fiscal impact represents increased revenue totaling \$55,680.00 to the General Fund from sale of the property and the property will be on the Tax Roll.

[Notice of Intent.pdf](#)

- 8.G *Request to approve and award ITB 21-001 to Excavation Point Inc, and execute an Agreement between Highlands County and Excavation Point Inc. to remove and replace existing driveway ramp with new concrete at Fire Station No. 19 in the amount of \$88,902.*

James D. Langford, Jr., P.E., Assistant County Engineer

There is no fiscal impact for this construction contract as the selected bid price in the amount of \$88,902.00 is currently budgeted in Cost Center 2685, Account 56200Z, Fire Station No. 19 Driveway Improvements project 19010.

[21-001 Award Packet.pdf](#)

- 8.H *Request approval of Budget Amendment #20-21-056 and Resolution to approve and appropriate funding in the amount of \$161,200.00 for Project #20039, Re-chassis Ambulance.*

Marc Bashoor, Public Safety Director

Fiscal Impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$159,141.67, the amount of insurance proceeds and is being appropriated into cost center 5105A (Ambulance Service 151), account 56400Z (Project Equipment). In addition, \$2,058.33 is being transferred from cost center 9990B (Budget Expenditure AC/151), account 59900 (Reserve for Contingency) to cost center 5105A, account 56400Z which totals \$161,200, the amount necessary for the re-chassis of the damaged ambulance.

[20-21-056 Project 20039 Re-chassis Ambulance \(BA\).pdf](#)

[20-21-056R Project 20039 Re-chassis Ambulance \(Resolution\).pdf](#)

- 8.I *Request approval of Budget Amendment 20-21-057 and Resolution FY 19-20 SHIP Projects Rollovers/Closure and Healthy Families Project Adjustments in FY 20-21.*

David Nitz, OMB Manager

Angie Bollinger, Sr. Budget Analyst

The fiscal impact is a net decrease in Fund 005 (General) in the amount of \$40,435.00 for the Healthy Families projects 19004 and 20004; and a net increase to Fund 166 (SHIP) in the amount of \$11,877.23 for projects 16366, 17366, and 18366.

[20-21-057 Healthy Families_SHIP Project Adjustments \(BA\).pdf](#)

[20-21-057R Healthy Families_SHIP Project Adjustments.pdf](#)

- 8.J *Request approval of Budget Amendment 20-21-058 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.*

Sarah Beth Rogers, Children's Advocacy Center Manager

The Fiscal Impact will be an increase to the General Fund (005), Cost Center (3995), Project 19054, in the amount of \$1,100.

[20-21-058 Project 19054 FNCAC \(BA\).pdf](#)

[20-21-058R Project 19054 FNCAC \(Resolution\).pdf](#)

[DOC133.pdf](#)

- 8.K *Request to approve Budget Amendment 20-21-060 to Rollover Project 19053 SOE Coronavirus Aid, Relief and Economic Security (CARES) Act and associated*

Resolution.

Penny Ogg, Supervisor of Elections

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$784.55.

[20-21-060 SOE Rollover Proj 19053 SOE CARES Act \(BA\).pdf](#)

[20-21-060R SOE Rollover Proj 19053 SOE CARES Act \(Resolution\).pdf](#)

- 8.L *A Resolution of the Highlands County Board of County Commissioners pertaining to the reduction of certain tipping fees paid by Waste Connections of Florida, Inc.; Providing for Legislative Findings and Intent; Providing for the Temporary Reduction of Certain Tipping Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*

Clinton Howerton, Jr., County Engineer

Sherry Sutphen, County Attorney

The fiscal impact will vary according to material brought to the landfill.

[Resolution Temporary Tipping Fee Reduction Waste.SGS.pdf](#)

9 CONSENT AGENDA (2): Request approval to pay all bills with voting conflicts

10 PUBLIC HEARING

11 ACTION AGENDA

- 11.A *Request approval for engagement of an architect for the new Lake Placid Fire/EMS Station 36 Project No. 18051.*

Marc Bashoor, Public Safety Director

Fiscal Impact is \$205,900 and is in the current adopted budget for HCFPIRN LTD

Capital Fund 355 Project 18051.

[Architectural Design SSA.Fire station design.SGS.docx](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report*

Sherry Sutphen, County Attorney

There is no fiscal impact

[COUNTY ATTORNEY LOG.pdf](#)

- 12.B *Commissioner's Priorities and the Project Status Report*

Randy Vosburg, County Administrator

No Fiscal Impact.

[Status - Commissioner's Priorities \(FINAL\) 3.2.2021.pdf](#)

[Status - Project Updates \(FINAL\) 3.2.2021.pdf](#)

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from February 12 through March 2, 2021*

15 ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov/

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Meghan DiGiacomo, Executive Manager of Business & Economic Development
Jeff King, Economic Development Manager

SUBJECT/TITLE: Highlands County Economic Development Update

STATEMENT OF ISSUE

Update of economic development efforts and activities.

RECOMMENDED ACTION

Not Applicable

FISCAL IMPACT

No Fiscal Impact

Attachments: [BOCC HCED Update March 2 2021.pdf](#)



HIGHLANDS COUNTY
ECONOMIC DEVELOPMENT

ACTIVITY (FY 2019 - 2020)

100+

Business Meetings

105+

Partner Meetings

7

Speaking Engagements

50+

Prospects / Requests for
Information

40

Leads

ACTIVITY (Oct. 2020 - Present)

60

Business Meetings

75+

Partner Meetings

1

Speaking Engagement

15+

Prospects / Requests for
Information

10

Active Leads

GRANTS

\$300,000

EDA Grant to develop the **Aviation Cluster** in Polk and Highlands counties.

\$5,000

Enterprise Florida Rural Toolkit **Marketing Grant** to reimburse costs associated with new marketing video.

\$25,000

Enterprise Florida Rural Toolkit **Site Preparedness Grant** to reimburse costs utilities expansion priority.

\$25,000

Enterprise Florida Rural Toolkit **Site Preparedness Grant** to reimburse unexpected demolition costs – Sebring CRA.

\$25,000

Rural Development Grant for **Broadband Feasibility Study**

Duke Energy Foundation

North Highlands Industrial Site marketing flyer and Phase I environmental studies.

STRATEGY

01

Define and Execute a Unified Economic Development Vision

02

Refine Current Targeted Business Recruitment, Retention, and Expansion Strategy

03

Demonstrate Commitment to Business Formation and Entrepreneurship

04

Further Collaboration to Address the Education and Workforce Needs of Business and Industry

05

Tell the Highlands County Story



Define and Execute a Unified Economic Development Vision

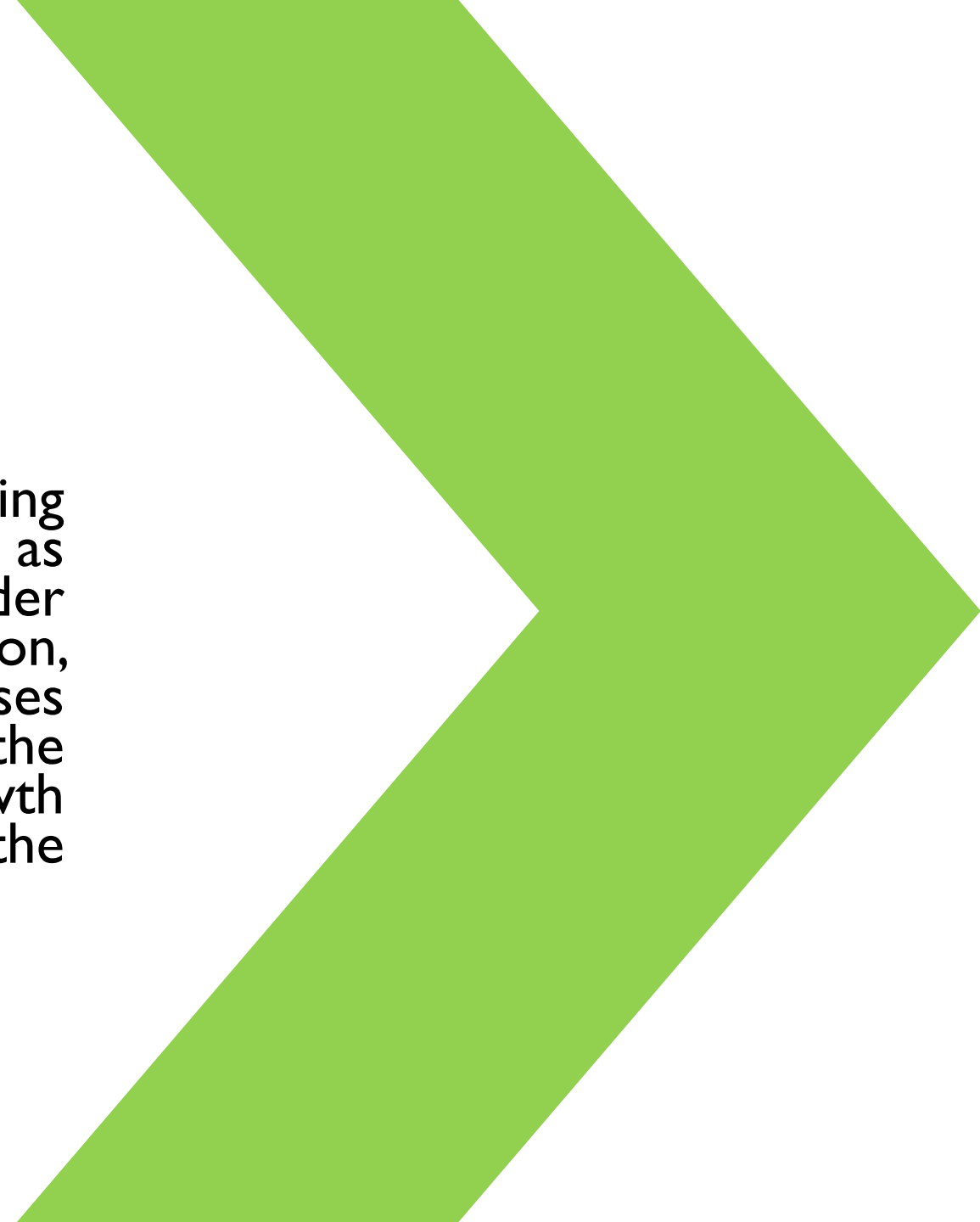
VISION (UNITY OF PURPOSE)

A **collaborative** focus to position Highlands County for competitiveness across all avenues of economic growth.



ECONOMIC DEVELOPMENT

A coordinated approach to leveraging Highlands County's assets and resources, as well as the strengths of its stakeholder partners to facilitate the expansion, development and attraction of businesses and associated job creation to position the economy for positive, sustained growth raising the quality of life for all in the County.



02

Refine Current Targeted Business Recruitment, Retention and Expansion Strategy

Identify Barriers to Entry

- ✓ Streamlined Processes
- ✓ Extraordinary Customer Service

Competitive Programs

- ✓ Ad Valorem Tax Abatement
- ✓ Commercial PACE Financing
- ✓ No impact fees

Develop Product with Standards in Mind

- ✓ Economic Modeling
- ✓ Duke Energy Site Readiness Program
- ✓ Aviation Cluster Study
- ✓ Utilities Priority

Refine Current Targeted Business Recruitment, Retention & Expansion Strategy

ESF 18: Business, Industry & Economic Stabilization

- ✓ 381 ESF 18 hours logged (March 2020 – September 2020)
- ✓ 768 HighlandsCARES related hours logged (June 2020 – September 2020)
- ✓ Members of the Florida Small Business Emergency Bridge Loan Committee
- ✓ www.HighlandsBusiness.com/Disaster
- ✓ E-Newsletter retrofitted for disaster resource updates

02

Refine Current Targeted Business Recruitment, Retention & Expansion Strategy

Bernie Little Distributors' Retention & Expansion Project

- ✓ Approached HCED in December 2018
- ✓ Identified and toured multiple sites
- ✓ Zoning and future land use changes for consistency in November 2019
- ✓ Site acquisition in 2020
- ✓ Site plans / construction bids in 2020
- ✓ Groundbreaking ceremony February 11, 2021
- ✓ Facility to be completed by Spring 2022
- ✓ New 100,000 SF facility
- ✓ 40 retained jobs
- ✓ \$9 million capital investment



JOBS		BUILDING		COMMUNITY	
	 Anheuser-Busch's 2020 Top Distributor in Florida Salaries 37% Above Highlands County Median Incomes Affordable Health/Dental/Disability Insurance Company Paid Retirement Program Medical Tourism Plan All Employees Must Have a Safe Driving Record Proud to be a Drug Free Workplace	 Beverage Sales and Distribution Center 63,000 sqft. Air-Conditioned Warehouse 9,600 sqft. Community Event Center	 Beer Co. Bud Highlands County	 Serving Highlands County Since 1972 9-Time National Award Winner for Excellence Three Generations of Local Family Ownership Miss Budweiser is our History Donations to Over 100 Highlands County Charities Each Year Serving Highlands, Okeechobee, and Hardee Counties We Are Your Neighbors	 Budweiser Serving Highlands County Since 1972 9-Time National Award Winner for Excellence Three Generations of Local Family Ownership Miss Budweiser is our History Donations to Over 100 Highlands County Charities Each Year Serving Highlands, Okeechobee, and Hardee Counties We Are Your Neighbors





JOBS

BUILDING

COMMUNITY



Archer-Busch's 2020
Top Contributor in Florida
Salaries 37% Above
Hills County Median Incomes
Affordable Health Insurance
Dental/Disability
Comprehensive Retirement
Program
Community Support
Program

Beverage Sales and Distribution
63,000 sq ft Air-Conditioned Warehouse
9,600 sq ft Community Event Center
Garden
With County
Workers

Serving Hills County Since 1972
9-Time National Award Winner for Excellence
Three Generations of Family Ownership
Historic Community Center
Donation Service





JOBS



Announced Busch's 2020
Top Employer in Florida
Salaries 37% Above Highlands County Median Incomes
Affordable Health Insurance
Compensation Program
Diversity Plan
Must Have
to be a
Workplace

BUILDING



Beverage Sales and Distribution Center
63,000 sqft. Air-Conditioned Warehouse
9,600 sqft. Community Event Center

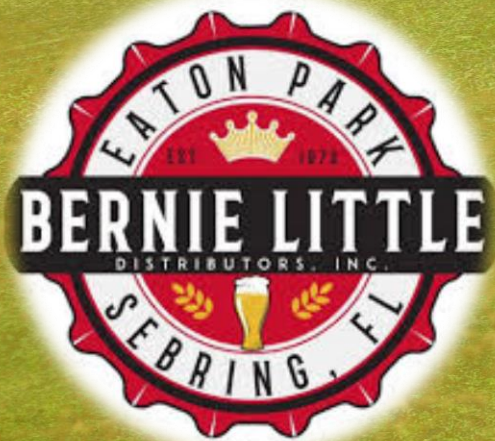


Serving Highlands County Since 1972
9-Time National Award Winner for Excellence
Three Generations of Family Ownership
Miss Budweiser's Beer History
Donations to Over 100 Highlands County Charities
Serving Highlands County, Sevier, and Hardee Counties

COMMUNITY







03

Demonstrate a Commitment to Business Formation and Entrepreneurship

Continued Support of
SBDC, Chambers, and
CRAs

Business Roundtables
and Workshops

Collaborate While
Avoiding Duplication of
Efforts

04

Further Collaboration to Address Education and Workforce Needs of Business and Industry

Workforce Action
Team

Skills Gap Analysis

Workforce &
Education Updates

Student Outreach

05

Tell the Highlands County Story

Marketing &
Communications
Plan

Duke Energy Site
Readiness Program

State & Regional
Relationships

eNewsletter

Speaking
Engagements

Activity Reports

Site Selection
Magazine Ad

05

Tell the Highlands County Story





HIGHLANDS COUNTY
ECONOMIC DEVELOPMENT

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Christine Davis, Purchasing Manager

SUBJECT/TITLE: Move to approve Proclamation recognizing March 2018 as Purchasing Month.

STATEMENT OF ISSUE

Move to approve Proclamation recognizing March 2021 as Purchasing Month.

Staff will be hosting a Purchasing Open House. This event will allow Vendors to meet purchasing staff from local government, educational institutions, special districts and to learn how to conduct business with these entities.

RECOMMENDED ACTION

Move to approve Proclamation recognizing March 2018 as Purchasing Month.

FISCAL IMPACT

No fiscal impact

Attachments: [March_2021_AGENDA_Proclamation_Purchasing_Month. Rev.doc](#)

HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS



PURCHASING MONTH 2021

Proclamation



Whereas, the public procurement profession plays a significant role in the efficiency and effectiveness of government and business, and

Whereas, in addition to the purchase of goods and services, procurement professionals add value to the organization by performing functions such as executing, implementing and administering contracts, conducting market research and analyses, developing strategic procurement methodologies, and cultivating working relationships with suppliers and other departments within their organization; and

Whereas, the primary objectives of the purchasing staff is to support their operation, manage the purchasing process equitably, and develop a strong relationships with other functional groups and stakeholders to support organizational goals and objectives: and

Whereas, using technology, competition, and best practices, we strive to bring the greatest value to the County and its residents in an efficient and cost-effective manner while embracing the Values and Guiding Principles of Public Procurement that include Accountability, Ethics, Impartiality, Professionalism, and Transparency, and

Whereas, the Board's Purchasing Department, who is a member of the National Institute of Governmental Purchasing (NIGP), and the Florida Association of Public Procurement Officials, Inc (FAPPO) has recognized along with other professional purchasing associations throughout the world, that the month of March shall be used to inform the public about the importance of the role played by the purchasing profession in business, industry and government.

Now, therefore, the Board of County Commissioners, Highlands County, Florida does hereby proclaim March 2021 as

**PURCHASING MONTH
IN
HIGHLANDS COUNTY, FLORIDA**

Done and adopted this 2nd day of March 2021.

By: _____
Scott Kirouac, Chairman

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the January 19, 2021 and February 2, 2021 Regular Meetings of the Board.

RECOMMENDED ACTION

Move to approve the minutes from the January 19, 2021 and February 2, 2021 Regular Meetings of the Board.

Attachments: [011921REG.pdf](#)
[020221REG.pdf](#)

REGULAR MEETING OF THE BOARD, JANUARY 19, 2021

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Scott A. Kirouac
Commissioner Kevin J. Roberts
Commissioner Chris Campbell

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

Also present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry Sutphen, Interim County Attorney; Jerome Kaszubowski, Clerk of Courts; and Pamela Gamez, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Ed Sager, with the Highlands Grace Reformed Church.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Commissioner Chris Campbell.

4. **ANNOUNCEMENTS**

The Children's Services Council will hold a General Body meeting at 8:00 a.m., on January 20, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

The Evaluation Committee will meet at 1:30 p.m., on January 21, 2021, to evaluate & score proposal submissions for RFP 20-024 Professional Services Library, Category 6, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

The Tourist Development Council will meet at 8:15 a.m., on January 28, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

No report.

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

- A. **Present certificate to Ms. Ericka Search, winner of the Highlands County Historic Preservation Commission Logo Contest.**

Sandra Vazquez, Planner I, presented a certificate to Ms. Ericka Search, winner of the Highlands County Historic Preservation Commission Logo Contest. Ms. Search was unable to attend but extended her gratitude to the Board. **See SMB 141 Page 85.**

- B. **CARES Act Update**

Latosha Reiss, Emergency Management Manager, presented an update on the CARES Act and expressed her gratitude to all the staff members that spent countless hours reviewing applications and helped get the funding out to applicants. **See SMB 141 Page 86.**

- C. **COVID-19 Update**

Ms. Reiss provided a COVID-19 update and presented summary data for Highlands County. Testing is still available at the Florida Department of Health on Mondays from 8:30 a.m. to 10:30 a.m. Registration is required. Free testing is also available through the Community Drive-Thru testing events, where registration

is not required, on Wednesdays from 8:00 a.m. to 10:00 a.m., behind the Lakeshore Mall. In regards to vaccinations, Ms. Reiss stated that the Governor's Executive Order states that there are three subsets of populations that can be vaccinated at this time: long-term health care facilities, people 65 years and older, and frontline healthcare personnel. Site safety measures, including social distancing and mandatory masks are in place at the vaccination pod operations. In regards to secondary doses for the vaccine, Ms. Reiss stated that there must be a minimum of 28 days in between doses, and that the EOC will contact citizens for their second dose appointment. Ms. Reiss reminded everyone to continue the practice of social distancing, hand washing, and to please stay home or seek medical care if sick. **See SMB 141 Page 87.**

Mary Kay Burns, Highlands County Health Department Administrator, addressed the process of receiving and distributing vaccinations, and addressed concerns raised by the Commission.

7. CITIZENS NOT ON THE AGENDA

Ms. Roxanne Groover, Executive Director of the Florida Onsite Wastewater Association, came before the Commission to address concerns regarding wastewater treatment plants and the issue in Highlands County. Randy Vosburg, County Administrator, stated that the City of Avon Park is the only provider in the county that can receive septic material, and that when their operations go down or they have reached capacity, it causes an issue for businesses. Ms. Groover provided her contact information to the County Engineer and stated that she looks forward to further discussions with the County regarding this issue and finding a possible solution.

Mr. Billy McCullers, representing Superior Water Works, came before the Commission to address concerns with the dumping of septic sewage and stated that they have nowhere else to dump in the county once they respond to public nuisance calls.

Ms. Sharon Hudson, with All Around Septic & Sewer, stated that they normally dump their septic waste at the City of Avon Park Wastewater Treatment Plant, but that the City is having to close more often because of other counties coming in to dump in their facility as well. Ms. Hudson stated that she would like to see the county work together with business owners to find a solution.

Chairman Kirouac stated that staff will look into this public safety issue and report back to the Board.

8. CONSENT AGENDA

Commissioner Kirouac declared a conflict of interest on a payment being made to Yarbrough Tire Service and requested the payment be moved to the Consent Agenda (2) for a separate vote.

Commissioner Tuck made a motion and Commissioner Roberts seconded the motion, to move to approve the consent agenda with the removal of the bill from item 8A.

In regards to item 11B from the January 5, 2021 Regular Meeting of the Board, Commissioner Tuck made a motion, and Commissioner Roberts seconded the motion, to move to amend the motion as written to state: *not to exceed* \$6,214.00 in total.

Upon roll call for the amendment, all Commissioners voted aye. The motion carried.

Commissioner Tuck questioned item 8D. Dawn Ritter, Natural Resources Manager, addressed her concerns.

Commissioner Tuck also questioned item 8G. Sherry Sutphen, Interim County Attorney, and Clinton Howerton, Jr., County Engineer, addressed her concerns.

Upon roll call of the motion moving approval of the consent agenda, all Commissioners voted aye. The motion carried.

A. Request approval to pay all duly authorized bills January 19, 2021. See Check Report file.

General Fund	236,062.83
County Transport Trust	27,570.10
Local Govt Infra Surtax	540,240.18
Tourist Dev Trust Fund	6,547.17
SHIP	1.90
Legal Aid Trust Fund	3.13
Court Tech 28.24(12)(E)1	98.75
Building Fund	38.15
Fire Assessment Fund	648.74
Solid Waste	29,962.13
Energy Recovery	12,951.77
Employee Benefit Fund	105,734.70
Insurance Fund	578.34

B. Request approval of the minutes from the January 5, 2020 Regular Meeting of the Board. See Clerk of Courts website.

C. Request approval of Pay without PO for R1/Advanced Data Processing, Inc., Invoice # INVADPI30878 in the amount of \$5,471.76, Invoice #3273 in the amount of \$940.29 and Invoice # 6384 in the amount of \$9,510.11. See SMB 141 Page 88.

D. Request approval to reappoint five (5) current members to the Lake Istokpoga Management Committee (LIMC). See SMB 141 Page 89.

E. A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to Succession Management; Providing for Legislative Findings and Intent; Providing for Adoption of Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. See Res. Book 31 Page 65 & SMB 141 Page 90.

F. Request approval of Budget Amendment #20-21-047 and Resolution to approve and appropriate funding in the amount of \$ 133,377.96 for Project #19049 CARES Act Relief Provider Relief Funds, State Grant that was received in FY 19-20 from the US Department of Health and Human Services to accomplish the scope of the grant funds. See Res. Book 31 Page 66 & SMB 141 Page 91.

G. Agreement between The Board of County Commissioners, Highlands County, Florida and Paul Blackman, as Sheriff of Highlands County, Florida for the Environmental Law Program. See Sheriff's Office file.

H. Request to approve a pay without a Purchase Order, Bell & Roper, P.A. Invoices for County Attorney Services. See SMB 141 Page 92.

- I. **Request to approve a Pay without PO to Lamberts Cable Splicing Company, LLC in the amount \$28,590.02. See SMB 141 Page 93.**
- J. **Request approval of a Mutual Aid Agreement between Highlands County Florida and Polk County Florida for Fire Protection and Rescue Services. See Highlands County Fire Rescue.**
- K. **Re-appoint committee members to the Natural Resources Advisory Commission (NRAC). See SMB 141 Page 94.**

9. CONSENT AGENDA (2): Request approval to pay all bills with voting conflicts.

A. Payment to Yarbrough Tire Service.

Chairman Kirouac declared a conflict of interest on the payment to Yarbrough Tire Service due to a family relation. A Memorandum of Voting Conflict form was submitted to the Clerk to become part of the permanent record.

Commissioner Tuck made a motion and Commissioner Rapp seconded the motion, to move to approve Consent Agenda (2).

Upon roll call, all Commissioners voted aye, except Chairman Kirouac, who abstained. The motion carried. **See Check Report** for copy of abstention form.

10. PUBLIC HEARING

A. Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-581SS, for approximately 0.24 acres, from Public Quasi-Public Facility and Institutional Lands (P) to Commercial (C).

B. Public hearing to consider adoption of P&Z Hearing No. 2066, changing the Official Zoning Atlas for approximately 0.24 acres, from Industrial District (I-1) to Business District (B-3).

Sandra Vazquez, Planner I, and Melony Culpepper, Planning Supervisor, presented items 10A and 10B. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Vazquez read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Ms. Vazquez read into the record the recommended motion for CPA-21-581SS.

Commissioner Roberts moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Chairman Kirouac called for public comment. Input was not provided.

Upon roll call, all Commissioners voted aye. The motion carried. **See Comprehensive Plan Amendment 2021 file & Ordinance Book 19.**

Ms. Vazquez read into the record the recommended motion for P&Z Hearing No. 2066.

Commissioner Rapp moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Chairman Kirouac called for public comment. Input was not provided.

Upon roll call, all Commissioners voted aye. The motion carried. **See Zoning Change file & Res. Book 31 Page 67.**

11. ACTION

Commissioner Campbell made a motion and Commissioner Tuck seconded the motion, to move to set the action agenda as presented.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request Board direction regarding the modification to the Memorial Drive Pipe Replacement Project, No. 12054, and approval of BA 20-21-046 and Resolution if the Board wishes to proceed.

Clinton Howerton, Jr., County Engineer, and Jonathan Harrison, Road & Bridge Director, requested direction from Board regarding the modification to the Memorial Drive Pipe Replacement Project.

Commissioner Roberts moved approval of a motion for discussion purposes regarding the modifications of the Memorial Drive Ditch Culvert Replacement and Extension Project No. 12054, and to approve Budget Amendment 20-21-046 and Resolution if the Board wishes to proceed.

Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Roberts expressed his concerns in great detail. Dawn Ritter, Natural Resources Manager, and Mr. Harrison addressed some of his concerns.

Commissioner Tuck made a motion to move to proceed with the Board's direction regarding the modification to the Memorial Drive Ditch Culvert Replacement and Extension Project No. 12054, and to approve Budget Amendment 20-21-046 and Resolution if the Board wishes to proceed. Commissioner Roberts seconded the motion for discussion.

The Commission expressed their concerns in great detail. Randy Vosburg, County Administrator, stated that staff is ready to work on this project and that the main reason it has been on the projects list for some time now is that there was never a firm commitment to spend the funds. Mr. Howerton stated that dewatering, which was not included in the original project, will be necessary this time. Sherry Sutphen, Interim County Attorney, stated for clarification, that from a liability standpoint, there is not a standard level of service that the Board must meet with respect to maintaining the easement.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 31 Page 69 & SMB 141 Page 95.**

B. A Resolution of the Highlands County Board of County Commissioners Pertaining to Winery Signage within the County Right of Way; Providing for Legislative Findings and Intent; Providing for the Repeal of Prior Resolution; Providing for the adoption of the Revised Winery Signage Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

Sherry Sutphen, Interim County Attorney, presented the request.

Commissioner Tuck made a motion and Commissioner Roberts seconded the motion, to move to adopt Resolution No. 20-21-60 of the Highlands County Board of County Commissioners, pertaining to Winery Signage within the County Right-of-Way; Providing for Legislative Findings and Intent; Providing for the Repeal of Prior Resolution; Providing for the adoption of the Revised Winery Signage Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 31 Page 68 & SMB 141 Page 96.**

12. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report

Sherry Sutphen, Interim County Attorney, presented the County Attorney's updated status report and stated that no new claims have been filed against the County. **See SMB 141 Page 97.**

B. Commissioner's 2020 Priorities and the Project Status Report

Randy Vosburg, County Administrator, presented the updated 2020 Priorities and the Project Status Report. **See SMB 141 Page 98.**

Clinton Howerton, Jr., County Engineer, requested the Board approve a transmittal letter to the Heartland Regional Transportation Planning Organization (HRTPO) to consider two projects for inclusion in the Florida Department of Transportation's Tentative Five-Year Work Program for FY 22/23 to FY 26/27 under FDOT's County Incentive Grant Program (CIGP). The letter ranks the projects as follows: #1 – Daffodil St from Lake Crews Ave to Catfish Creek Rd; and #2 – Sebring Parkway from the Sebring Roundabout to Arbuckle Creek Rd.

Commissioner Roberts made a motion and Commissioner Tuck seconded the motion, to move approval of rankings as presented by staff and to authorize the Chair to sign the letter and submit to the HRTPO.

Upon roll call, all Commissioners voted aye. The motion carried. **See FDOT file.**

In regards to the hospital, Mr. Vosburg stated that he received a phone call from a gentleman representing the Veteran's Administration (VA), who advised that, at the moment, they are not looking to acquire a facility, as it would be a very lengthy process. Mr. Vosburg also stated that the VA advised that they do plan to prioritize the capacity increase of their current VA clinic within the next year and that a presentation can be brought before the Board once the VA has further details.

In regards to Board counsel, Mr. Vosburg requested direction from the Board if they would like to continue with the current counsel and recommended entering into a contractual relationship with Bell & Roper Law. The Commission concurred to have staff move forward with a contract and bring it back for consideration.

Mr. Vosburg informed the Commission that the number of positive COVID-19 results among County employees is increasing and that precaution and safety measures will be re-implemented, along with reinstituting working-from-home efforts in order to ensure continuity of operations.

13. COMMISSIONERS:

Commissioner Tuck thanked the County Administrator and the Parks & Facilities Director for moving forward with bids for anti-glare film that will benefit the Sheriff's deputies in the lobby.

In regards to priorities, Commissioner Tuck requested an item be brought forward at the next meeting and that each commissioner provide their list of priorities for consideration.

Commissioner Roberts stated that he is grateful to the Board and staff for moving forward with the Memorial Drive Ditch Culvert Project.

Commissioner Rapp stated that she spoke to a citizen who was very grateful with the COVID-19 vaccination process and thanked staff for the great job they are doing at the pod.

Chairman Kirouac stated that the vaccination process is evolving and thanked the Health Department staff for their willingness to meet with him after the meeting to discuss concerns and asked the public to be mindful and patient as they are trying to make this process go as smoothly and effectively as possible.

14. ADJOURN

Commissioner Rapp made a motion and Commissioner Campbell seconded the motion, to move to adjourn the Regular Meeting of the Board.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 12:02 p.m.

REGULAR MEETING OF THE BOARD, FEBRUARY 2, 2021

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Scott A. Kirouac
Commissioner Kevin J. Roberts
Commissioner Chris Campbell

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

Also present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry Sutphen, Interim County Attorney; Jerome Kaszubowski, Clerk of Courts; and Maria Brenes, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Pastor Dustin Woods, with Grace Bible Church in Sebring.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Carol West, Assistant Veteran Services Officer, First Sergeant, U.S. Air Force Reserve – MacDill Force Base, Tampa, FL.

4. **ANNOUNCEMENTS**

The Construction Licensing, Enforcement and Appeals Board will meet at 7:00 p.m., on February 2, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on February 9, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Avenue, Sebring, FL.

The Value Adjustment Board will hold their 2021 Organizational Meeting at 9:00 a.m., on February 11, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Avenue, Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

Jerome Kaszubowski, Clerk of Courts, announced that the Teen Court program will restart virtually on February 15, 202, at 5:00 p.m.

Clerk Kaszubowski also announced that Operation Green Light will take place on February 25 & 26, 2021, from 8:00 a.m. to 5:00 p.m. Operation Green Light allows Highlands County customers to reinstate their driver's license by paying overdue court fines, while saving money on collection fees.

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

- A. **Present of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021 (as of December 31, 2020).**

Jackie Gabrus, Clerk of Courts Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021. The Commission thanked Ms. Gabrus for the presentation. ***See Clerk's Financial Reporting file.***

B. COVID-19 Update

Latosha Reiss, Emergency Management Manager, provided a COVID-19 update and presented summary data for Highlands County. Testing is still available at the Florida Department of Health, where registration is required. Free testing is also available through the Community Drive-Thru testing events, where registration is not required. Testing is also available at the local Walgreens and CVS stores. In regards to vaccinations, Ms. Reiss reminded everyone that the county must follow the Governor's Executive Order. The order states that the vaccine is provided to the Department of Health and hospitals. The Department of Health then provides the vaccines to the county for community availability. Registration for the vaccine will take place through the following website: www.myvaccine.fl.gov. Ms. Reiss announced that the vaccination pod is moving to the old JC Penney site at the Lakeshore Mall. Dates and times have changed and will now take place on Thursdays and Saturdays from 8:00 a.m. to 5:00 p.m. Site safety measures, including social distancing, cleaning, and mandatory masks are still in place. Ms. Reiss reminded everyone that there must be a minimum of 28 days in between doses, and that the EOC will contact citizens for their second dose. Ms. Reiss also reminded everyone to continue the practice of social distancing, hand washing, and to please stay home or seek medical care if sick. Public input was received from Beth Degnan and John Nelson.

C. Consideration of acquisition of property that is of interest to Highlands County Board of County Commissioners.

Randy Vosburgh, County Administrator, presented for discussion and direction the possible acquisition of property that is of interest to the Board. **See SMB 141 Page 100.**

7301 Haywood Taylor Blvd

Mr. Vosburg stated that this property was considered for a possible fire station in the airport area, but that the Sheriff's Office approached the county about a possible training center. Mr. Vosburg also stated that the previous Board authorized staff to obtain appraisals on the property and to make an offer. The current issue is that there is an active substation on the property, that came up as an easement for the substation and an easement for those lines that come out on the property. Mr. Vosburg stated that this does not make the property unusable, but it does potentially impact the value of the property. Sarah Albritton, Capital Projects Manager, has reached out to the appraisers to see what kind of impact it has and if it will affect what can be laid out on the property.

368 S Commerce Ave

Mr. Vosburg stated that this property is the current City of Sebring City Hall and stated that an offer of \$891,000 has been submitted to City staff, but has not been presented to the City Council, as City staff is looking into getting estimates on the remodel of the old First Union Bank building before submitting a counter offer to the County. Mr. Vosburg stated that this was a good property to keep in mind for future expansions.

Old JCPenney Site

Mr. Vosburg stated that the old JCPenney building at the mall will currently be leased for the (COVID) vaccination pod. Mr. Vosburg also stated that the School Board of Highlands County is exploring the idea of relocating their School Board offices to this site, and that the Highlands County Tax Collector is also looking at this site to make some changes to his operations. Mr. Vosburg stated that staff has begun the due diligence on this structure and that if the Board is interested, staff would enter into negotiations.

Relocation of Sebring Library

Mr. Vosburg stated that staff has discussed internally the need to possibly relocate the Sebring Library, as a future planning concept, to the old Bank of America building. Mr. Vosburg stated that a new roof is programmed this year for the Sebring Library, budgeted at \$308,650. Mr. Vosburg also stated that the City

of Sebring and the Community Redevelopment Agency (CRA) are looking into a master plan in that area, which could involve removing the Sebring Library building and replacing it with a different activity, and that there is a potential offer that if the county does relocate the Sebring Library, the CRA might come up with financial assistance to aid in that relocation. Mr. Vosburg stated that this is a pressing issue as the county does not want to spend money on a new roof if the CRA plans to move forward with their master plan.

Brenda Longshore, Superintendent of Schools, and Eric Zwayer, Tax Collector, commented on the need for expansion of their respective office operations, and commented on their shared interest of the old JCPenney building at the mall. Scott Noethlic, City of Sebring Administrator, commented on the CRA's revitalization plan and the City's long-term growth plan.

The Commission expressed their concerns in great detail and addressed questions to Mrs. Longshore and Mr. Zwayer. Chairman Kirouac stated that today's discussion is just a consideration process and for due diligence and that any decisions made are for the benefit of the public. Commissioner Tuck stated that she is not interested in the City Hall and would rather see staff move forward with leasing the JCPenney building, as well as holding off on the Haywood Taylor Blvd property for the moment.

Mr. Vosburg stated that they are at the point of due diligence where dollars need to be spent in order to continue looking at infrastructure, as the due diligence up to this point has been with in-house staff looking at the buildings, and requested direction from the Board. Mr. Vosburg stated that the funding for these projects would come out of the Capital Infrastructure Fund. Commissioner Roberts stated that he would like for staff to continue acquisition efforts on the Haywood Taylor Blvd property and to report back to the Board. Commissioner Rapp concurred and asked that a new appraisal be completed moving forward.

Mr. Vosburg stated that he has heard interest from the Board in the Haywood Taylor Blvd property and that staff will proceed with their due diligence and adjusted appraisals that can be used for negotiations.

Regarding the City Hall, the Commission gave direction to staff to ask that the City of Sebring respond back to the current offer and bring it back to the Board.

Regarding the JCPenney building, Mr. Vosburg stated that staff will get prices on the cost of continued due diligence and report back to the Board, including the portion that will be paid by the School Board. Chairman Kirouac requested staff speak with the owner of the mall before committing to an appraisal, to advise that the County is not interested in this property at \$40 per square foot, and see if he is interested in lowering his offer before moving forward.

Public input was received from Beth Degnan.

In regards to the Sebring Library, Mr. Vosburg questioned if the Commission was interested in relocating that property, and if so, staff could work with the CRA to explore options. The Commission concurred to have staff explore further options before money is spent on a new roof and report back to the Board.

7. CITIZENS NOT ON THE AGENDA

Ms. Beth Degnan came before the Commission to address her comments regarding the Lagoni Ln issue in Lake Placid and asked the County Engineer to contact the developer. Ms. Degnan also questioned the Memorial Drive ditch culvert project. Chairman Kirouac stated that the Board approved for staff to move forward with those repairs at the last Board meeting.

Mr. Tommy Griffin, resident of Avon Park Lakes and on behalf of the Avon Park Lakes Association, came before the Commission to address his concerns regarding the heavy use of roads, speed limits, and vehicular accidents in the Avon Parks Lakes area. Clinton Howerton, Jr., County Engineer, stated that improvements are scheduled to be done this year on Stryker Road that will address the safety issues mentioned, including adding a sidewalk on Stryker Road from US 27 all the way to Hartman Road, and intersection improvements on Olivia Dr/Stryker Rd and also on Stryker Rd/Oleander Dr. Chairman Kirouac stated that Commissioner Roberts will follow up on this issue.

8. CONSENT AGENDA

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to move to approve the consent agenda as presented.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request approval to pay all duly authorized bills February 2, 2021. See Check Report file.

General Fund	3,421,748.53
County Transport Trust	23,286.02
E911 Operations Fund	97,388.09
Local Govt Infra Surtax	77,533.29
Fire Inspection	88.20
State Court Facilities TF	2,498.27
Court Tech 28.24(12)(E)1	2,388.32
Building Fund	10,672.76
Fire Assessment Fund	9,986.04
HCFPIRN LTD Capital Fund	2,930.31
Solid Waste	12,682.48
Energy Recovery	116,173.49
Employee Benefit Fund	968.80

B. Request approval to move forward with the direct sale of 25 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreement for Available Property List Properties and Deeds. See SMB 141 Page 101.

C. Request for support and signature on the Florida Heartland Economic Region of Opportunity (FHRO) Letter of Support for Department of Economic Opportunity Grant Application. See SMB 141 Page 115.

D. Request approval of FY 20/21 Child Advocacy Trust Fund Award Agreement and Budget Amendment 20-21-048 and associated Resolution. See Children's Advocacy Center file; Res. Book 31 Page 71 & SMB 141 Page 102.

E. Request approval of Budget Amendment 20-21-049 and associated Resolution to allocate the CAC's Hospital District Board Grant Award for FY 20/21. See Res. Book 31 Page 72 & SMB 141 Page 103.

F. Requesting approval of the new job description to Natural Resources Specialist I position approved by the Highlands County Board of County Commissioners on July 2020 and the reclassification of current Environmental Specialist to Natural Resources Specialist II. See SMB 141 Page 104.

G. Request approval to reappoint one (1) current member to the Lake Istokpoga Management Committee (LIMC). See SMB 141 Page 105.

H. Request approval of Budget Amendment 20-21-050 and Resolution to setup project funds for the Sheriff within General Fund. See Res. Book 31 Page 73 & SMB 141 Page 106.

9. CONSENT AGENDA (2): Request approval to pay all bills with voting conflicts.

There being no further bills with potential voting conflicts, this item was not motioned for approval.

10. PUBLIC HEARING

No public hearings presented.

11. ACTION

Commissioner Rapp made a motion and Commissioner Tuck seconded the motion, to move to set the action agenda as presented.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request to Vacate a 7.5' Easement at 4319 Cooper Dr, Sebring, FL.

Clinton Howerton, Jr., County Engineer, presented the request and stated that staff's recommendation is to deny the request due to drainage concerns in the area and the petitioner not willing to grant the county an easement to install any necessary drainage pipes or surface water conveyance along the lot line.

Mr. Gustavo Ibanez, petitioner, addressed the Board. Chairman Kirouac questioned Mr. Ibanez what the resistance was in granting the easement on the other side of the house. Mr. Ibanez stated that his resistance was a cost of approximately \$6,000. Commissioner Roberts addressed Mr. Ibanez and stated that the county will vacate the easement he petitioned for, but that the county feels that a drainage easement is necessary and asked that Mr. Ibanez consider granting such easement and not have the county set a precedent. Mr. Ibanez agreed to grant the drainage easement.

Sherry Sutphen, Interim Board Attorney, stated the recommended motion be as follows:

The petition to vacate the 7.5' easement at 4319 Cooper Drive, Sebring, FL., is granted, so long as an easement is provided on the east side of the property, and that the County Administrator is given authorization to accept the property interest and record the document.

Commissioner Roberts moved approval of the motion as stated. Commissioner Tuck seconded the motion.

Public input was received from Beth Degnan.

Upon roll call, all Commissioners voted aye. The motion carried. **See Proof of Publication file & SMB 141 Page 107.**

B. Request approval for the Highway Park Neighborhood Council to apply for a grant from the Florida Beverage Association, for a walking track and shade trees at Carver Park/MLK Park, and letters of recommendations for three grants.

Liz Barber, Legislative Affairs Grants Coordinator, and Shirley Wilson, representing the Highway Park Neighborhood Council, presented the request.

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to move approval for the Highway Park Neighborhood Council to apply for a grant from the Florida Beverage Association, for a walking track and shade trees at Carver Park/MLK Park, and letters of recommendations.

Chairman Kirouac requested that the Commission be informed early on of any foreseeable expenses on the county's end so staff can plan for these during the budget process.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 141 Page 116.**

C. Requesting Highlands County Board of County Commissioner liaison for the Coastal and Heartland National Estuary Partnership (CHNEP) Highlands County Policy Committee member.

Dawn Ritter, Natural Resources Manager, presented the request.

Commissioner Roberts made a motion and Commissioner Campbell seconded the motion, to move to appoint Chairman Scott Kirouac as liaison for the Coastal and Heartland National Estuary Partnership (CHNEP) Highlands County Policy Committee member.

Upon roll call, all Commissioners voted aye. The motion carried. **SMB 141 Page 108.**

12. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report

Sherry Sutphen, Interim County Attorney, presented the County Attorney's updated status report and gave a brief update on the redistricting of commission boundaries. Ms. Sutphen stated that because of COVID, census data has been delayed, but that she is working with staff to ensure that the county's redistricting efforts will be on time and in line as soon as census data is received. Ms. Sutphen addressed a concern received from Ms. Beth Degnan regarding the right-of-way purchase agreement for Goff Road and from Ms. Chantel Gilmore regarding the redistricting of commission boundaries. **See SMB 141 Page 109.**

B. Commissioner's 2020 Priorities and the Project Status Report

Randy Vosburg, County Administrator, presented the updated 2020 Priorities and the Project Status Report. **See SMB 141 Page 110.** Mr. Vosburg stated that he asked each Board director to bring forward priorities for the Board's consideration and that a discussion will be brought before the Commission at the next meeting.

Regarding the tinting of windows in the lobby area, Mr. Vosburg stated that it is scheduled to be done on Saturday, February 20, 2021.

C. Update on Solid Waste Franchise Contract

In regards to the solid waste contract, Clinton Howerton, Jr., County Engineer, stated that a meeting has been scheduled for Tuesday, February 9, 2021 with the representatives from Waste Connections to address concerns with respect to the high contamination and cost of disposal of recycled materials. The Board Attorney stated that staff will entertain a discussion with Waste Connections, but that staff remains very confident with their position under the contract. Public input was received from Beth Degnan and Chantel Gilmore. **See SMB 141 Page 111.**

D. Update on Septage Disposal Issue.

Mr. Vosburg and Mr. Howerton gave an update on the septage disposal issue and the lack of a facility in Highlands County to dispose of septage from waste haulers and stated that a solution has not been found. Mr. Vosburg also stated that staff has not been able to connect with the individual from the Florida Onsite Wastewater Association to further discuss this issue. This item will be discussed as a possible commissioner priority at the next meeting. **See SMB 141 Page 112.**

E. Request approval to confirm Tanya Cannady as Business Services Director.

Mr. Vosburg introduced Ms. Tanya Cannady as the new Business Services Director. The Commission welcomed Ms. Cannady aboard.

Commissioner Tuck made a motion and Commissioner Rapp seconded the motion, to move to confirm Tanya Cannady as Business Services Director.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 141 Page 113.**

F. Revenue Review

David Nitz, OMB Manager, presented the Highlands County Revenue Report through December 2020. The Commission thanked Mr. Nitz for the presentation. **See SMB 141 Page 114.**

13. COMMISSIONERS:

Commissioner Tuck stated that one of the bills to be presented (by the Florida Senate) proposes to dissolve the Central Florida Regional Planning Council. Mr. Vosburg stated that the bill proposes to do away with all the planning councils, including the Central Florida Regional Planning Council, and that the Legislative Affairs Grant Coordinator has been tracking this matter.

Commissioner Tuck also stated that Representative Kaylee Tuck's aid, Mr. Dana Orr, was present in the audience and to contact him if anyone has any questions or concerns.

Commissioner Roberts requested a "cheat sheet" for the new commissioners regarding the budget revenue sources. Mr. Vosburg stated that the Executive Summary for the budget is a great resource and that staff can provide further assistance if needed.

Commissioner Rapp stated that she would like to applaud Ms. Latosha Reiss, Emergency Management Manager, and county staff for helping address public concerns regarding the COVID-19 vaccine.

14. ADJOURN

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to move to adjourn the Regular Meeting of the Board.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 12:24 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval to reappoint H. Wayne Harris and to appoint Charles "Charlie" W. Taylor, Jr. as voting members to the Highlands County Health Facilities Authority .

STATEMENT OF ISSUE

In accordance with the Board's policy on Board Appointments, the Board was notified of a current vacancy and an upcoming vacancy effective July 2, 2021 on the Health Facilities Authority. The vacancies were advertised on the Board's website. H. Wayne Harris and Charles "Charlie" W. Taylor, Jr. are the only applicants.

RECOMMENDED ACTION

Move to approve the reappointment of H. Wayne Harris to the Highlands County Health Facilities Authority as a voting member with term beginning July 2, 2021 and to appoint Charles "Charlie" W. Taylor, Jr. to the Highlands County Health Facilities Authority as a voting member to fill an unexpired term effective immediately.

FISCAL IMPACT

No fiscal impact

Attachments: [W. Harris Application.pdf](#)
[C. Taylor Application.pdf](#)

Application for Appointment

Name = H. Wayne Harris
Address = 530 Taseschee Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 863-385-7846
Email = hwayne@comcast.net
Request = Health Facilities Authority
Membership Type = Regular Member
Current Employment Experience: = Retired Previous Employment Experience: = Highlands County Sheriff
Department - Complaint Service Officer High School = Sebring High School College = St. Petersburg
Junior College Special Training: = Law enforcement and administration Activities & Interest: = Gardening
and fishing Current positions on boards, committees, elected offices, law enforcement positions: =
Highlands County Health Facilities Authority - current term expiring 07/02/2021 Relation = Yes Relative
Name: = Kerry Harris, EMS
Relationship: = son
Conviction = No
Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed Client IP = 65.141.159.42

Application for Appointment

Name = Charles W Taylor Jr

Address = 1323 Edgewater Point Drive

City = Sebring

State = FL

Zip_Postal_Code = 33870

Phone = 863-443-1602

Email = charlie@tayloroilfl.com

Request = Health Facilities Authority

Membership Type = Regular Member

Current Employment Experience: = President of Taylor Oil Co., Inc. 1982- Current Previous Employment Experience: = None- 38 years at Taylor Oil Co., Inc.

High School = Sebring High School graduate 1978 College = University of Florida BSBA Finance 1982

Special Training: = Special Training Activities & Interest: = Church lifetime member at First Baptist

Sebring Spending time with family, especially 2 granddaughters Travel and spending time at Georgia home

Current positions on boards, committees, elected offices, law enforcement positions: = First Baptist Church- Deacon, Stewardship Finance Member Sebring Firemen Inc.,- Trustee Highlands Sertoma Club- Secretary

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Male

Disabled = No

Age = 60

Race: = White

Signature Certification: = Checked indicating Electronically Signed Client IP = 204.215.37.91

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Rebecca Cable, Human Resources Manager

SUBJECT/TITLE: Requesting approval of position title and Pay Grade changes for the Cartegraph Analyst, Weed Control Supervisor and Construction Foreman positions in the Road & Bridge Department.

STATEMENT OF ISSUE

The changes to each of these positions is to align the Pay Grade with other positions with similar duties and responsibilities within the Road & Bridge Department and other departments throughout the County. The following changes are requested:

Rename the Cartegraph Analyst to Cartegraph Manager and change from a Pay Grade 111 to a Pay Grade 115 to align more closely with positions that require the same level of education and experience in other Departments. Rename the Weed Control Supervisor to the Invasive Plant Management Supervisor and change from a Pay Grade 111 to Pay Grade 115 to align with the Road Supervisors, positions with similar duties and responsibilities within the Road and Bridge Department. Rename the Construction Foreman to Road Construction Supervisor and change from a Pay Grade 113 to Pay Grade 115 to align with the Road Supervisors, positions with similar duties and responsibilities within the Road and Bridge Department.

RECOMMENDED ACTION

Move to approve the requested title and Pay Grade changes for the Cartegraph Analyst, Weed Control Supervisor and Construction Foreman positions in the Road & Bridge Department as presented.

FISCAL IMPACT

The fiscal impact will be an increase in salary of \$4,888.00 annually.

Attachments: [Cartegraph Analyst \(1044\) - OLD.pdf](#)
[Cartegraph Manager \(1044\) - NEW.pdf](#)
[Construction Foreman \(0927\) - OLD.pdf](#)
[Invasive Plant Management Supervisor \(0923\) - NEW.pdf](#)
[Road Construction Supervisor \(0927\) - NEW.pdf](#)
[Weed Control Supervisor \(0923\) - OLD.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis age, race, sex, religious belief, color, national origin, disability/handicap, gender, gender identity, sexual orientation, genetics or any other legally protected group/class. We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment

Date:	October 1, 2014	Department:	Road & Bridge
Title/Job Code:	Cartegraph Analyst (1044)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	111 - \$38,640.23 - \$59,892.36	Closing Date:	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A highly skilled technical position responsible for the coordination of software and application support in bridges, roadways, drainage, and other similar types of right of way maintenance divisions.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Translates business data into reports within a variety of software applications such as Microsoft Access and SQL Server Reporting Services and Cartegraph Database. Integrates data from disparate databases for reporting, inter-departmental communication, and operational improvement purposes.
- Assists users of existing databases with problem resolution, functionality enhancement, and maintenance. Provides explanation of application matters to users with little to no background.
- Analyzes, designs, tests, implements, and maintains relational databases such as Microsoft Access and SQL Server and the Cartegraph Pavement View and Work Director System.
- Provides analysis of data entry audits to ensure data integrity and to assure processes and procedures are met. Works with incomplete, irregular, or otherwise imperfect data to produce usable, normalized data. Gathers and inputs data to calculate the cost of each repair including material, labor and equipment.
- Assists department director, supervisors, and managers with administrative assignments such as preparing and coordinating various operating reports, and project creation.
- Makes recommendations concerning departmental data policy and software needs. Assists with special projects and troubleshooting issues. Works with the Clerks Technology Services department to maintain hosted databases. May attend County Commission meetings in which Cartegraph issues are discussed.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to communicate effectively both verbally and in writing.
- Ability to form and maintain effective relationships with coworkers and customers.
- Ability to maintain regular punctual attendance.
- Ability to work independently with little direction relying on his/her own judgment, requesting supervisory assistance only when necessary, and seeking performance feedback periodically.
- Advanced knowledge of computer software programs, which may include Microsoft Office, internet based applications, GIS, SQL Server and Microsoft Access.
- Ability to use initiative to take empowered action to solve routine problems within policy guidelines and to seek creative solutions for non-routine challenges.
- Demonstrates accountability in completing tasks, projects, or other work assignments on time and according to established performance standards.

PHYSICAL SKILLS:

The individual in this position must be able to remain in a stationary position for 50% of the time. Must be able to inspect and assess daily email and postal mail correspondence. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. The individual in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to (4) hours continuously or intermittently. Must be able to frequently position self to reach files and other office items located on low shelves or the floor.

MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE:**

Bachelor's Degree in Computer Science, Management Information Systems, or related field preferred. Associates Degree in Computer Science or related field with analytical emphasis, and a minimum of 5 years of experience required.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver's License while employed.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis age, race, sex, religious belief, color, national origin, disability/handicap, gender, gender identity, sexual orientation, genetics or any other legally protected group/class. We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment

Date:	March 2, 2021	Department:	Road & Bridge
Title/Job Code:	Cartegraph Manager (1044)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	115 - \$50,649.46 - \$78,506.67	Closing Date:	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A highly skilled technical position responsible for the coordination of software and application support in bridges, roadways, drainage, and other similar types of right of way maintenance divisions.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Translates business data into reports within a variety of software applications such as Microsoft Access and SQL Server Reporting Services and Cartegraph Database. Integrates data from disparate databases for reporting, inter-departmental communication, and operational improvement purposes.
- Assists users of existing databases with problem resolution, functionality enhancement, and maintenance. Provides explanation of application matters to users with little to no background.
- Analyzes, designs, tests, implements, and maintains relational databases such as Microsoft Access and SQL Server and the Cartegraph Pavement View and Work Director System.
- Provides analysis of data entry audits to ensure data integrity and to assure processes and procedures are met. Works with incomplete, irregular, or otherwise imperfect data to produce usable, normalized data. Gathers and inputs data to calculate the cost of each repair including material, labor and equipment.
- Assists department director, supervisors, and managers with administrative assignments such as preparing and coordinating various operating reports, and project creation.
- Makes recommendations concerning departmental data policy and software needs. Assists with special projects and troubleshooting issues. Works with the Clerks Technology Services department to maintain hosted databases. May attend County Commission meetings in which Cartegraph issues are discussed.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to communicate effectively both verbally and in writing.
- Ability to form and maintain effective relationships with coworkers and customers.
- Ability to maintain regular punctual attendance.
- Ability to work independently with little direction relying on his/her own judgment, requesting supervisory assistance only when necessary, and seeking performance feedback periodically.
- Advanced knowledge of computer software programs, which may include Microsoft Office, internet based applications, GIS, SQL Server and Microsoft Access.
- Ability to use initiative to take empowered action to solve routine problems within policy guidelines and to seek creative solutions for non-routine challenges.
- Demonstrates accountability in completing tasks, projects, or other work assignments on time and according to established performance standards.

PHYSICAL SKILLS:

The individual in this position must be able to remain in a stationary position for 50% of the time. Must be able to inspect and assess daily email and postal mail correspondence. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. The individual in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to (4) hours continuously or intermittently. Must be able to frequently position self to reach files and other office items located on low shelves or the floor.

MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE:**

Bachelor's Degree in Computer Science, Management Information Systems, or related field preferred. Associates Degree in Computer Science or related field with analytical emphasis, and a minimum of 5 years of experience required.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver's License while employed.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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Date:	May 30, 2018	Department:	Road & Bridge
Title/Job Code:	Construction Foreman (0927)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	113 - \$44,239.20 - \$68,570.77	Closing Date:	

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A highly skilled position responsible for supervisory work assisting the Road and Bridge Director in the construction or upgrading of County maintained roads and drainage facilities. Position oversees county paving operations and coordinates activities with the Highlands County Asphalt Plant.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Oversees roadway construction projects and paving activities.
- Assigns work to equipment operators and crews.
- Conducts periodic inspections during the day to ensure that work is being performed properly.
- Consults with engineers as work progresses to be sure that work is being performed as designed.
- Inspects equipment for proper maintenance and determines the need for repairs.
- Operates equipment occasionally in the upgrading maintenance of roads and drainage facilities.
- Prepares operating records and reports, including material and time records on crews.
- Direct supervisory authority over a road construction crew.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of road construction and maintenance.
- Knowledge of asphalt plant operations.
- Knowledge of the geography of the County.
- Ability to supervise and control the work of equipment operators and crews.
- Ability to coordinate work and maintain accurate operating records.
- Ability to conduct visual inspections of work sites and other roads and hazardous areas.

- Good working knowledge of the operation of public works equipment.
- Ability to establish and maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

PHYSICAL SKILLS:

Frequent sitting, standing, walking; of which include over soft or uneven surfaces. Frequently operates various types of equipment. Occasionally ascends/descends stairs. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Occasionally works in outdoor weather conditions. Frequently operates motor vehicle for up to (4) hours; of which (4) hours may be continuous. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduation from an accredited high school or possession of an acceptable equivalency diploma. Six years (6) experience in the construction, maintenance and repair of roads, streets and drainage facilities. Two (2) years in a highly responsible position.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Commercial Driving License, Class A.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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Date:	March 2, 2021	Department:	Road & Bridge
Title/Job Code:	Invasive Plant Management Supervisor (0923)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	115 - \$50,649.46 - \$78,506.67	Closing Date:	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

This is a technical position responsible for supervisory work directing the operations of Highlands County's invasive plant control.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Supervises crews engaged in the chemical control of aquatic plants and upland vegetation.
- Assists with the chemical control of weeds and grass near bridges, culverts, and County maintained road rights-of-way.
- Works with Florida Fish and Wildlife Conservation Commission representatives and other agencies in developing work plans for the Cooperative Aquatic Plan Program.
- Makes plant growth surveys for designated water bodies in conjunction with developing these plans.
- Prepares necessary records and reports for the program.
- Responsible for preparation of budgets for invasive plant control activity.
- Prepares and submits requisitions for supplies and equipment.
- Verifies time and attendance reports.
- Completes employee evaluation reports and other administrative documentation.
- Meets with the general public to answer questions concerning aquatic plants and the program's work activities.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of aquatic plants peculiar to the water bodies of Florida and the various types of chemicals currently being used in their control.
- Knowledge of chemicals used in roadside maintenance.
- Knowledge of equipment operations and maintenance responsibilities for air boats and other related equipment.
- Skill in the operation of air boats and other related equipment.

- Ability to understand and follow oral and written instructions.
- Ability to plan and supervise the work of labor crews.
- Skill in independent decision-making.
- Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 50% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE:**

Graduation from high school or possession of an acceptable equivalent diploma and seven (7) years of experience in aquatic plant control, two (2) years of which must have been in a supervisory position.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver License. Must possess a Public Applicators Restricted Pesticide License issued by the Florida Department of Agriculture in the categories of "Aquatic" and/or "Right-of-Way."

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential. Must be able to swim and operate watercraft.

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Date:	March 2, 2021	Department:	Road & Bridge
Title/Job Code:	Road Construction Supervisor (0927)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	115 - \$50,649.46 - \$78,506.67	Closing Date:	

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A highly skilled position responsible for supervisory work assisting the Road and Bridge Director in the construction or upgrading of County maintained roads and drainage facilities. Position oversees county paving operations and coordinates activities with the Highlands County Asphalt Plant.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Oversees roadway construction projects and paving activities.
- Assigns work to equipment operators and crews.
- Conducts periodic inspections during the day to ensure that work is being performed properly.
- Consults with engineers as work progresses to be sure that work is being performed as designed.
- Inspects equipment for proper maintenance and determines the need for repairs.
- Operates equipment occasionally in the upgrading maintenance of roads and drainage facilities.
- Prepares operating records and reports, including material and time records on crews.
- Direct supervisory authority over a road construction crew.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of road construction and maintenance.
- Knowledge of asphalt plant operations.
- Knowledge of the geography of the County.
- Ability to supervise and control the work of equipment operators and crews.
- Ability to coordinate work and maintain accurate operating records.
- Ability to conduct visual inspections of work sites and other roads and hazardous areas.

- Good working knowledge of the operation of public works equipment.
- Ability to establish and maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

PHYSICAL SKILLS:

Frequent sitting, standing, walking; of which include over soft or uneven surfaces. Frequently operates various types of equipment. Occasionally ascends/descends stairs. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Occasionally works in outdoor weather conditions. Frequently operates motor vehicle for up to (4) hours; of which (4) hours may be continuous. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduation from an accredited high school or possession of an acceptable equivalency diploma. Six years (6) experience in the construction, maintenance and repair of roads, streets and drainage facilities. Two (2) years in a highly responsible position.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Commercial Driving License, Class A.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

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Date:	December 3, 2018	Department:	Road & Bridge
Title/Job Code:	Weed Control Supervisor (0923)	Reports To:	Road & Bridge Director (0996)
Pay Grade/Salary Range:	111 - \$38,640.23 - \$59,892.36	Closing Date:	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

This is a technical position responsible for supervisory work directing the operations of Highlands County's invasive plant control.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Supervises crews engaged in the chemical control of aquatic plants and upland vegetation.
- Assists with the chemical control of weeds and grass near bridges, culverts, and County maintained road rights-of-way.
- Works with Florida Fish and Wildlife Conservation Commission representatives and other agencies in developing work plans for the Cooperative Aquatic Plan Program.
- Makes plant growth surveys for designated water bodies in conjunction with developing these plans.
- Prepares necessary records and reports for the program.
- Responsible for preparation of budgets for invasive plant control activity.
- Prepares and submits requisitions for supplies and equipment.
- Verifies time and attendance reports.
- Completes employee evaluation reports and other administrative documentation.
- Meets with the general public to answer questions concerning aquatic plants and the program's work activities.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of aquatic plants peculiar to the water bodies of Florida and the various types of chemicals currently being used in their control.
- Knowledge of chemicals used in roadside maintenance.
- Knowledge of equipment operations and maintenance responsibilities for air boats and other related equipment.
- Skill in the operation of air boats and other related equipment.

- Ability to understand and follow oral and written instructions.
- Ability to plan and supervise the work of labor crews.
- Skill in independent decision-making.
- Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 50% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduation from high school or possession of an acceptable equivalent diploma and seven (7) years of experience in aquatic plant control, two (2) years of which must have been in a supervisory position.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver License. Must possess a Public Applicators Restricted Pesticide License issued by the Florida Department of Agriculture in the categories of "Aquatic" and/or "Right-of-Way."

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential. Must be able to swim and operate watercraft.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer and Jonathan Harrison Road and Bridge Director

SUBJECT/TITLE: Request Board consideration to accept maintenance responsibility of Rodeo Drive N extension

STATEMENT OF ISSUE

On April 21, 2020, the Prairie Wood Phase 1 plat was approved for plat recordation by the Board of County Commissioners. Pursuant to the land subdivision process as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations, a 60' local road was required to be constructed as part of the Prairie Wood Phase 1 plat. The road, named Rodeo Drive N., has been constructed and maintained by the developer. The developer is now requesting that the Board consider taking over maintenance, which is approximately 1,450' of pavement.

The County Engineer and the Road and Bridge Director have no objection to accepting maintenance of Rodeo Drive N., and subsequently releasing the maintenance funds held within escrow by the Clerk of Courts back to the developer.

RECOMMENDED ACTION

Move to approve acceptance of maintenance of Rodeo Drive N.

FISCAL IMPACT

The fiscal impact to road maintenance budgets is expected to be an average increase of \$2,150/year.

Attachments: [RODEO DR N Location map.pdf](#)



REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, JR., P.E.	DRAWN BY: STACEY MAHONEY	CHECKED BY: J.D. LANGFORD, JR., P.E.	IN CHARGE: J.D. LANGFORD, JR., P.E.	DATE: 2/17/2021	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		RODEO DRIVE N. (1458± L.F.) LOCATION MAP	SCALE: HORIZ. 1"=250' VERT. N/A	
DATE	BY	DESCRIPTION												PROJECT NO. N/A	REV. 0
G:\Mahoney\DWGS\4075 RODEO DR N_REV 2021.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb			FOR INFORMATION										SHEET 1 OF 1		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer

SUBJECT/TITLE: Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library, Category 1 Architectural Services, and execute agreements between Highlands County and seven (7) proposers.

STATEMENT OF ISSUE

Attached is the Recommendation for Award and seven (7) Agreements for providing architectural services as needed. RFP 20-024 Professional Services Library of Consultants was advertised August 29, 2020 and September 5, 2020, and contained six categories: Architectural, Engineering, Landscape Architecture, Registered Surveyor & Mapper Services, Planning, and Construction Engineering & Inspection Services. There were forty-four (44) responding proposals received September 29, 2020. The evaluations and recommendations for award were conducted by category. Due to the number of submissions, the award recommendations and Agreements will be brought before the Board for approval by category as they are completed.

Category 1, Architectural Services, received ten (10) submissions. The evaluation committee met November 5, 2020, and determined it was in the best interest of the County to award to seven (7) proposers. The principal purpose of the Agreement is to provide various architectural services related to tasks and projects hereinafter, for a period of five (5) years, as outlined in RFP 20-024.

RECOMMENDED ACTION

Move to approve and award RFP 20-024 Continuing Services Library, Category 1 Architectural, and authorize the Board Chair execute seven (7) Agreements between Highlands County and the following proposers: The Lunz Group LLC, Parker-Mudgett-Smith Architects Inc, ADG Architecture LLC, Straughn Trout Architects LLC, Sweet Sparkman Architects Inc, Parlier + Crews Architects PA, Curtis Mundy Hunnicutt Associates Architects Inc.

FISCAL IMPACT

This is a master continuing services contract and projects will be assigned by either a Consultant Service Authorization (CSA) or Task Order Authorization (TOA), which will include a Scope of Services and Schedule of Payments on an as-needed basis, issued in accordance with Florida Statute 287.055(2)(g) or as amended therein. There is no fiscal impact resulting from this item.

Attachments: [1 CAT 1 20-024 RFP Packet.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-024 RFP
Professional Services Library-Continuing Services
Category 1 Architectural
Proposal Opening Date: September 29, 2020

Company	Score	RANK
The Lunz Group LLC	239	1
Parker-Mudgett-Smith Architects Inc	234	2
ADG Architecture LLC	231	3
Straughn Trout Architects LLC	229	4
Sweet Sparkman Architects Inc	223	5
Parlier + Crews Architects PA	222	6
Curtis Mundy Hunnicutt Associates Architects Inc	214	7
Bentley Architects + Engineers Inc	205	8
Axis Infrastructure LLC	189	9
Green Design Construction +Development LLC	180	10

Notice of Recommended Award to the top seven (7) ranked firms.

Local Preference was not used to award this project.

Intent to Award was posted to www.highlandsfl.gov at 5:00 p.m. on November 12, 2020.

End of protest period: 4 P.M. on November 17, 2020.

Recommendation:

Recommended awarding to the top seven (7) ranked responsive and responsible proposers listed above.

Christine Davis

Digitally signed by Christine
Davis
Date: 2020.11.17 18:10:14 -05'00'

Christine Davis, Purchasing Manager Date

Digitally signed by Clinton Howerton Jr.,
P.E.
Date: 2020.11.20 15:41:46 -05'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Randy Vosburg

Digitally signed by Randy Vosburg
Date: 2020.11.22 21:38:16 -05'00'

Randy Vosburg, County Administrator Date

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and The Lunz Group Inc ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Architectural Services

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant

Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

* Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.
- 9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.
- 9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact:	<u>J. Michael Murphey</u>
Telephone:	<u>863-682-1882</u>
Cell Phone:	<u>863-738-1148</u>
E-mail:	<u>mmurphey@lunz.com</u>

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To Consultant	Name:	The Lunz Group Inc
	Address:	58 Lake Morton Drive
		Lakeland FL 33801
	Attn:	J. Michael Murphey
	Telephone:	863-682-1882
	E-Mail:	mmurphey@lunz.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870**

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproduces and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

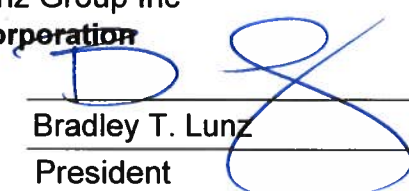
By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

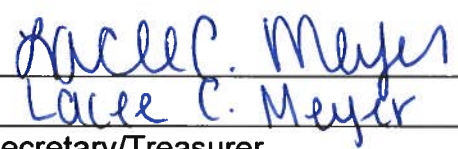
By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:

The Lunz Group Inc
~~A FL Corporation~~

By: 
Name: Bradley T. Lunz
Title: President
Date: 02/11/2021

ATTEST:

By: 
Name: Lacey C. Meyer
Title: Secretary/Treasurer
Date: 02/11/2021

APPENDIX A
METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
The Lunz Group Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **The Lunz Group**
DATED: December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$ 225.00
CADD/Computer Technician	\$ 75.00
Designer	\$ 135.00
Project Architect	\$ 175.00
Project Manager 2	\$ 125.00
Project Manager 3	\$ 159.00
Secretary/Clerical	\$ 50.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

CONSULTANT NAME: **The Lunz Group**
SUBCONSULTANT NAME: **MES Group**
DATED: December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Designer	\$ 110.00
Engineer 1	\$ 135.00
Engineer 2	\$ 155.00
Principal Engineer	\$ 200.00
Special Consultant Multiplier Factor (%)	not applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and Parker/Mudgett/Smith Architects Inc ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- (a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.
- (b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

* Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: W. Jeffrey Mudgett, AIA, President

Telephone: 239.332.1171 **Cell Phone:** 239.822.5385

E-mail: wjm@pmsarch.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To County: with copies to:	Name:	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500

To Consultant	Name:	Parker/Mudgett/Smith Architects Inc
	Address:	2136 McGregor Blvd
		Fort Myers, FL 33901
	Attn:	W. Jeffrey Mudgett
	Telephone:	239-322-1171
	E-Mail:	wjm@pmsarch.com

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

Gloria Rybinski

County Public Information Officer

Telephone Number: 863-402-6836

E-mail Address: HCBCRecords@highlandsfl.gov

Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status. The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

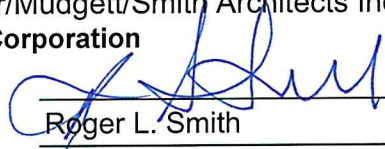
**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
Parker/Mudgett/Smith Architects Inc
A FL Corporation

By:  _____
Name: Roger L. Smith
Title: Vice President / Treasurer
Date: 04 February 2021

ATTEST:

By:  _____
Name: Sean P. Gilmore
Title: Vice President
Date: 04 February 2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
Parker/Mudgett/Smith Architects Inc**

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:

Parker/Mudgett/Smith Architects, Inc.

DATED:

November 30, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$ 200.00
Architect Intern	\$ 145.00
CADD/Computer Technician	\$ 175.00
CEI Architect	\$ 195.00
Chief Designer	\$ 200.00
Design Intern	\$ 145.00
Designer	\$ 175.00
Project Architect	\$ 195.00
Project Manager 1	\$ 175.00
Project Manager 2	\$ 195.00
Project Manager 3	\$ 200.00
Secretary/Clerical	\$ 90.00
Senior Architect	\$ 225.00
Senior Designer	\$ 200.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and ADG Architecture LLC ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services**

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant

Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

- * Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

- * Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Robert Taylor, President

Telephone: 239-277-0554 **Cell Phone:** 239-822-4250

E-mail: bobt@alliancedesigngroup.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To County:	Name:	Highlands County Board of County Commissioners
with copies		Christine Davis, Purchasing Manager
to:	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County
		Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500

To Consultant	Name:	ADG Architecture LLC
	Address:	3820 Colonial Blvd Ste 100
		Fort Myers, FL 33966
	Attn:	Robert T. Taylor
	Telephone:	239-277-0554
	E-Mail:	BobT@alliancedesigngroup.com

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

Gloria Rybinski

County Public Information Officer

Telephone Number: 863-402-6836

E-mail Address: HCBCRecords@highlandsfl.gov

Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status. The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

**CONSULTANT/VENDOR:
ADG Architecture LLC
A FL Corporation**

By: _____
Name: Robert Taylor
Title: President
Date: 2/4/21

ATTEST:

By: Desiree Strickling
Name: Desiree Strickling
Title: Marketing Director
Date: 2/4/21

APPENDIX A
METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
ADG Architecture LLC

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **ADG Architecture, LLC**
DATED: December 15, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$ 110.00
Secretary/Clerical	\$ 85.00
Senior Architect	\$ 160.00
*Proposed Job Classification	Loaded Hourly Rate
¹ Principal Architect	\$ 220.00
² CPTED Certified Practitioner	\$ 220.00
³ Project Manager	\$ 155.00
⁴ Interior Designer	\$ 160.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

¹ Architect w/ 20+ years of post registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).
² Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments.
³ Project Manager-Architect (where appropriate) w/ 5+ years of post registration experience.
⁴ Interior Designer w/ 10+ years of post registration experience.

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Straughn Trout Architects LLC** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant

Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

* Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.
- 9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.
- 9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Jonathan A. Kirk

Telephone: (863) 665-6205

Cell Phone: (863) 669-3700

E-mail: jon@straughntrout.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To County: with copies to:	Name:	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
and		Bell & Roper, P.A., Attorney for Highlands County
		Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
Telephone:		863-402-6500

To Consultant	Name:	Straughn Trout Architects LLC
	Address:	2005 East Edgewood Drive
		Lakeland FL 33803
	Attn:	Timothy J. Hoeft
	Telephone:	863-665-6205
	E-Mail:	tim@straughntrout.com; marketing@straughntrout.com

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCRecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870**

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproduces and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status. The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

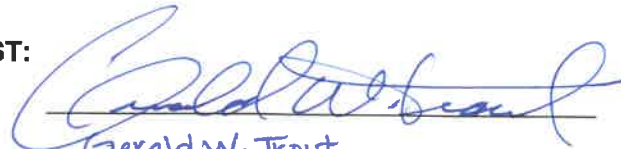
ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

**CONSULTANT/VENDOR:
Straughn Trout Architects LLC
A FL Corporation**

By: _____
Name: Timothy J. Hoelt
Title: President
Date: 2-4-2021

ATTEST:

By: _____
Name: Gerald W. Trout
Title: Secretary/Treasurer
Date: 2/4/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
Straughn Trout Architects LLC**

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Straughn Trout Architects, LLC**

DATED: December 11, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$ 180.00
Architect Intern	\$ 110.00
CADD/Computer Technician	\$ 95.00
Chief Designer	\$ 150.00
Design Intern	\$ 110.00
Designer	\$ 150.00
Graphic Designer	\$ 140.00
Landscape Architect	\$ 120.00
Landscape Architect Intern	\$ 95.00
Landscape Designer	\$ 110.00
Office Manager/EEO/RCS	\$ 75.00
Planner	\$ 165.00
Project Architect	\$ 180.00
Project Landscape Architect	\$ 150.00
Project Manager 1	\$ 165.00
Project Manager 2	\$ 195.00
Project Manager 3	\$ 250.00
Project Planner	\$ 180.00
Secretary/Clerical	\$ 75.00
Senior Architect	\$ 250.00
Senior Designer	\$ 165.00
Senior Landscape Architect	\$ 135.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Straughn Trout Architects, LLC**
SUBCONSULTANT NAME: **Bowen Engineering**
DATED: December 14, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Engineer 1	\$ 150.00
Chief Engineer 2	\$ 175.00
Engineer 1	\$ 125.00
Senior Engineering Technician	\$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

Chief Engineer 2 (My partner and I) \$ 175.00/hr
Chief Engineer 1 (PE, principal with less than 25 yrs exp) \$ 150.00/hr
Engineer 1. (PE with 2 years after registration) \$ 125.00/hr
Senior Engineer Technician (Cad Personnel) \$ 75.00/Hr

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Straughn Trout Architects, LLC**

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: December 14, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$ 70.00
CEI Asphalt Plant Inspector	\$ 75.00
CEI Assist Project Administrator/Project Engineer	\$ 80.00
CEI Inspector/Engineer Intern	\$ 65.00
CEI Inspector's Aide	\$ 55.00
CEI ITS Inspector	\$ 75.00
CEI Project Administrator/CEI Project Engineer	\$ 135.00
CEI Senior Inspector- Bldg Struct.	\$ 75.00
CEI Senior Inspector/Senior Engineer Intern	\$ 75.00
Chief Engineer 2	\$ 190.00
Chief Planner	\$ 142.50
Design Intern	\$ 70.00
Designer	\$ 90.00
Engineer 1	\$ 140.00
Engineer 2	\$ 180.00
Engineering Intern	\$ 95.00
Engineering Technician	\$ 50.00
GIS Specialist	\$ 70.00
Inspector	\$ 65.00
ITS Inspector	\$ 75.00
Landscape Architect	\$ 135.00
MAT Asphalt Plant Inspector	\$ 75.00
MAT CADD/Computer Technician	\$ 60.00
MAT Chief Engineer	\$ 190.00
MAT Engineer	\$ 135.00
MAT Engineer Intern	\$ 80.00
MAT Engineering Technician	\$ 50.00
MAT Geologist	\$ 90.00
MAT Geologist Professional	\$ 185.00
MAT GIS Specialist	\$ 70.00
MAT Inspector	\$ 65.00

COSULTANT NAME:

Straughn Trout Architects, LLC

SUBCONSULTANT NAME:

Madrid CPWG

DATED:

December 14, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Principal Engineer	\$ 215.00
MAT Project Manager	\$ 135.00
MAT Secretary/Clerical	\$ 50.00
MAT Senior Asphalt Plant Inspector	\$ 85.00
MAT Senior Engineering Technician	\$ 75.00
MAT Senior Inspector	\$ 75.00
MAT Technical Secretary	\$ 59.00
MAT Technician Aid	\$ 50.00
Planner	\$ 105.00
Principal Engineer	\$ 215.00
Project Manager 1	\$ 170.00
Project Manager 2	\$ 190.00
Secretary/Clerical	\$ 62.00
Senior Designer	\$ 120.00
Senior Engineer 1	\$ 150.00
Senior Engineer 2	\$ 180.00
Senior Engineering Technician	\$ 90.00
Senior Inspector	\$ 75.00
Senior Landscape Architect	\$ 150.00
Senior Planner	\$ 120.00
SUR Party Chief	\$ 75.00
SUR Project Surveyor	\$ 135.00
SUR Senior Surveyor	\$ 160.00
SUR Survey Technician 1 (Entry)	\$ 30.00
SUR Survey Technician 3 (Senior)	\$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	\$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	\$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Straughn Trout Architects, LLC**
SUBCONSULTANT NAME: **ORB Engineering, Inc.**
DATED: December 14, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$ 100.00
CEI Assist Project Administrator/Project Engineer	\$ 125.00
CEI Inspector/Engineer Intern	\$ 80.00
CEI Project Administrator/CEI Project Engineer	\$ 200.00
CEI Senior Inspector- Bldg Struct.	\$ 200.00
CEI Senior Inspector/Senior Engineer Intern	\$ 200.00
CEI Senior Project Engineer	\$ 200.00
Chief Engineer 1	\$ 250.00
Engineering Intern	\$ 80.00
Engineering Technician	\$ 55.00
Project Architect	\$ 250.00
Project Manager 1	\$ 125.00
Secretary/Clerical	\$ 50.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Straughn Trout Architects LLC** ("Consultant") a Florida _____ corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant

Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- (a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.
- (b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

* Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.
- 9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.
- 9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Todd M. Sweet, AIA, LEED

Telephone: 941.952.0084

Cell Phone: 941.587.2598

E-mail: tsweet@sweetsparkman.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To County: with copies to:	Name:	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County
		Sherry Sutphen. Esquire
		2707 E Jefferson Street
	Orlando, Florida 32803	
	Telephone:	863-402-6500

To Consultant	Name:	Straughn Trout Architects LLC
	Address:	2005 East Edgewood Drive
		Lakeland FL 33803
	Attn:	Timothy J. Hoeft
	Telephone:	863-665-6205
	E-Mail:	tim@straughntrout.com; marketing@straughntrout.com

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCRecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870**

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproduces and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status. The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

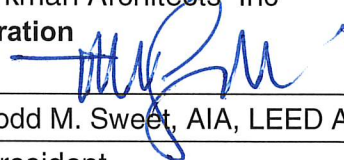
By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

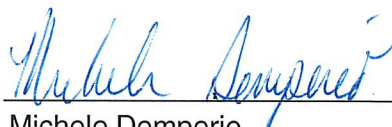
By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:

Sweet Sparkman Architects, Inc
A FL Corporation

By: _____
Name: Todd M. Sweet, AIA, LEED AP
Title: President
Date: _____

ATTEST:

By: _____
Name: Michele Demperio
Title: Secretary/Treasurer
Date: _____

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
Straughn Trout Architects LLC**

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:

Sweet Sparkman Architecture and Interiors

DATED:

December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$ 135.00
Architect Intern	\$ 105.00
Designer	\$ 95.00
Project Architect	\$ 150.00
Senior Architect	\$ 185.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Parlier+Crews Architects and Design Studio PA** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services**

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

* Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.
- 9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.
- 9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Scott Crews

Telephone: 863-676-6517

Cell Phone: 407-538-8905

E-mail: scott.crews@parliercrews.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To County: with copies to:	Name:	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street Orlando, Florida 32803
	Telephone:	863-402-6500

To Consultant	Name:	Parlier+Crews Architects and Design Studio PA
	Address:	251 East Park Ave Ste 103
		Lake Whales FL 33853
	Attn:	Scott Crews
	Telephone:	863-676-6517
	E-Mail:	scott.crews@parliercrews.com

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

Gloria Rybinski

County Public Information Officer

Telephone Number: 863-402-6836

E-mail Address: HCBCRecords@highlandsfl.gov

Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproduces and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status. The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
Parlier+Crews Architects and Design Studio PA
A FL Corporation

By: 
Name: Mark Parlier
Title: President
Date: 2/04/2021

ATTEST:

By: 
Name: Scott Crews
Title: Secretary/Treasurer
Date: 2.4.21

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
Parlier+Crews Architects and Design Studio PA**

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

CONSULTANT NAME:

Parlier + Crews Architects and Design Studio

DATED:

December 3, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$150
Architect Intern	\$105
CADD/Computer Technician	\$75
Chief Designer	\$105
Design Intern	\$75
Designer	\$105
Project Architect	\$150
Project Manager 1	\$105
Project Manager 2	\$110
Project Manager 3	\$115
Secretary/Clerical	\$60
Senior Architect	\$165
Senior Designer	\$125
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **Hunter Engineering, Inc.**
DATED: **December 3, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$100
Designer	\$150
Principal Engineer	\$300
Senior Engineer 2	\$200
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS CATEGORY 1
ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **Madrid CPWG**
DATED: **December 7, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$ 70.00
CEI Asphalt Plant Inspector	\$ 75.00
CEI Assist Project Administrator/Project Engineer	\$ 80.00
CEI Inspector/Engineer Intern	\$ 65.00
CEI Inspector's Aide	\$ 55.00
CEI ITS Inspector	\$ 75.00
CEI Project Administrator/CEI Project Engineer	\$ 135.00
CEI Senior Inspector- Bldg Struct.	\$ 75.00
CEI Senior Inspector/Senior Engineer Intern	\$ 75.00
Chief Engineer 2	\$ 190.00
Chief Planner	\$ 142.50
Design Intern	\$ 70.00
Designer	\$ 90.00
Engineer 1	\$ 140.00
Engineer 2	\$ 180.00
Engineering Intern	\$ 95.00
Engineering Technician	\$ 50.00
GIS Specialist	\$ 70.00
Inspector	\$ 65.00
ITS Inspector	\$ 75.00
Landscape Architect	\$ 135.00
MAT Asphalt Plant Inspector	\$ 75.00
MAT CADD/Computer Technician	\$ 60.00
MAT Chief Engineer	\$ 190.00
MAT Engineer	\$ 135.00
MAT Engineer Intern	\$ 80.00
MAT Engineering Technician	\$ 50.00
MAT Geologist	\$ 90.00
MAT Geologist Professional	\$ 185.00

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **Madrid CPWG**
DATED: **December 7, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT GIS Specialist	\$ 70.00
MAT Inspector	\$ 65.00
MAT Principal Engineer	\$ 215.00
MAT Project Manager	\$ 135.00
MAT Secretary/Clerical	\$ 50.00
MAT Senior Asphalt Plant Inspector	\$ 85.00
MAT Senior Engineering Technician	\$ 75.00
MAT Senior Inspector	\$ 75.00
MAT Technical Secretary	\$ 59.00
MAT Technician Aid	\$ 50.00
Planner	\$ 105.00
Principal Engineer	\$ 215.00
Project Manager 1	\$ 170.00
Project Manager 2	\$ 190.00
Secretary/Clerical	\$ 62.00
Senior Designer	\$ 120.00
Senior Engineer 1	\$ 150.00
Senior Engineer 2	\$ 180.00
Senior Engineering Technician	\$ 90.00
Senior Inspector	\$ 75.00
Senior Landscape Architect	\$ 150.00
Senior Planner	\$ 120.00
SUR Party Chief	\$ 75.00
SUR Project Surveyor	\$ 135.00
SUR Senior Surveyor	\$ 160.00
SUR Survey Technician 1 (Entry)	\$ 30.00
SUR Survey Technician 3 (Senior)	\$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	\$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	\$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **Master Consulting Engineers, Inc.**
DATED: **Decemeber 3, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Accountant	\$89.32
Engineer 2	\$89.59
Principal Engineer	\$217.67
Senior Structural Engineer 2	\$125.87
Senior Engineering Technician	\$84.08
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
**PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **New Power Consulting**
DATED: **December 3, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$105.00/hr
Electrical Engineer	\$165.00/hr
Engineer 1	\$150.00/hr
Secretary/Clerical	\$80.00/hr
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Parlier + Crews Architects and Design Studio**
SUBCONSULTANT NAME: **Pyramid Engineering**
DATED: **December 3, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$85.00/Hr
Designer	\$115.00/Hr
Mechanical Engineer	\$125.00/Hr
Principal Engineer	150.00/Hr
Secretary/Clerical	\$75.00/Hr
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **CMHM Architects Inc.** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Architectural Services**

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of \$4 million dollars, for a study activity which does not exceed \$500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- (a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease.
- (b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of \$1,000,000. Products and completed operations 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 Consultants, products 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. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed \$500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

- * Commercial General Liability and Commercial Auto Liability - \$3,000,000 instead of \$1,000,000

- * Professional/Errors & Omissions Liability - \$2,000,000 instead of \$1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.
- 9.3 Consultant is responsible for ensuring that all subconsultants comply with all Insurance requirements.
- 9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Keith Hunnicutt

Telephone: 863 688 8882

Cell Phone: 863 449 0604

E-mail: keith@lkldarch.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

To Consultant	Name:	CMHM Architects Inc.
	Address:	1036 South Florida Avenue
		Lakeland FL 33803
	Attn:	C. Keith Hunnicutt
	Telephone:	863-688-8882
	E-Mail:	khunnicutt@kcmharch.com

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

- 26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

- to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.
- 32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

- 34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

- 34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.
- 34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 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 competition of this Agreement if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

Gloria Rybinski

County Public Information Officer

Telephone Number: 863-402-6836

E-mail Address: HCBCRecords@highlandsfl.gov

Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproduces and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page Intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

By: _____
Name: Scott Klrouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

**CONSULTANT/VENDOR:
CMHM Architects Inc.
A FL Corporation**

By: 
Name: Benjamin F. Mundy, Jr.
Title: President
Date: 02/04/2021

ATTEST:

By: 
Name: KEITH HUNNICUTT
Title: Secretary/Treasurer
Date: 02/05/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND
CMHM Architects Inc.**

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.
- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:

CMH Architects

DATED:

December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	\$ 175.00
Architect Intern	\$ 90.00
CADD/Computer Technician	\$ 85.00
Office Manager/EEO/RCS	\$ 65.00
Project Architect	\$ 115.00
Secretary/Clerical	\$ 65.00
Senior Architect	\$ 135.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CMH Architects**
SUBCONSULTANT NAME: **Bowen Engineering Corporation**
DATED: **December 8, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Engineer 1	\$ 150.00
Chief Engineer 2	\$ 175.00
Engineer 1	\$ 125.00
Senior Engineering Technician	\$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: CMH Architects
SUBCONSULTANT NAME: Gadd & Associates
DATED: December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	60.00
Chief Engineer 1	120.00
Chief Engineer 2	100.00
Principal Engineer	150.00
Project Planner	60.00
Secretary/Clerical	60.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CMH Architects**
SUBCONSULTANT NAME: **New Power Consulting Engineers**
DATED: **December 8, 2020**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$ 105.00
Engineer 1	\$ 150.00
Secretary/Clerical	\$ 80.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 1 ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: CMH Architects
SUBCONSULTANT NAME: Pyramid Engineering, Inc.
DATED: December 8, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	\$85.00/Hr
Designer	\$115.00/Hr
Mechanical Engineer	\$125.00/Hr
Principal Engineer	150.00/Hr
Secretary/Clerical	\$75.00/Hr
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2 2021

PRESENTER: Brandon Gunn, Purchasing Agent

SUBJECT/TITLE: Request approval to move forward with the direct sale of 78 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.

STATEMENT OF ISSUE

The Board has approved the direct sale of certain County owned properties approved for listing on the Available Property List.

Offers have been submitted for the properties referenced in the attached Notice of Intent to the Purchasing staff. The buyers have made the required 10% deposit on the properties. The final payment and recording fees will be paid at time of closing.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted.

RECOMMENDED ACTION

Move to approve the the sale of 78 County owned surplus property and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.

FISCAL IMPACT

The fiscal impact represents increased revenue totaling \$55,680.00 to the General Fund from sale of the property and the property will be on the Tax Roll.

Attachments: [Notice of Intent.pdf](#)

Pending Sale

Property	Buyer	Date Noticed	Price
5638 SAN JUAN DR, SEBRING	JuanPablo Millan	2/17/2020	\$ 640.00
6001 BENEVENTO AVE, SEBRING	Mihai Clotan	2/17/2020	\$ 640.00
6005 BENEVENTO AVE, SEBRING	Mihai Clotan	2/17/2020	\$ 640.00
7065 CORTEZ BLVD, SEBRING	Rodolfo Ribera	2/17/2020	\$ 640.00
6919 CORTEZ BLVD, SEBRING	George Valdes	2/17/2020	\$ 640.00
7058 CORTEZ BLVD, SEBRING	Rodolfo Ribera	2/17/2020	\$ 640.00
6503 AGUERO AVE, SEBRING	George Valdes	2/17/2020	\$ 640.00
608 VIBURNUM DR SEBRING FL 33875	Collazo Ventures Inc	2/17/2020	\$ 6,400.00
7936 GRANADA BLVD, SEBRING	Phillip Riley	2/17/2020	\$ 640.00
8132 MANTUA AVE SEBRING	Charles Lassiter	2/17/2020	\$ 640.00
8136 MANTUA AVE, SEBRING	Charles Lassiter	2/17/2020	\$ 640.00
8140 MANTUA AVE, SEBRING	Charles Lassiter	2/17/2020	\$ 640.00
8144 MANTUA AVE, SEBRING	Charles Lassiter	2/17/2020	\$ 640.00
5815 ALCALA AVE, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
6639 BENEVENTO AVE, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
6636 ALCALA AVE, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
6401 COROT ST, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
6501 CAMPINA ST, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
6760 BALBOA, SEBRING	Rebeca Prado Quiles	2/17/2020	\$ 640.00
7635 WYNN ST, SEBRING	Burley Mondy	2/17/2020	\$ 640.00
7701 YUMURI ST, SEBRING	Burley Mondy	2/17/2020	\$ 640.00
8120 MANTUA AVE, SEBRING	Devon Johnson	2/17/2020	\$ 640.00
8124 MANTUA AVE, SEBRING	Devon Johnson	2/17/2020	\$ 640.00
8152 MANTUA AVE, SEBRING	Dewey Johnson	2/17/2020	\$ 640.00
8156 MANTUA AVE, SEBRING	Dewey Johnson	2/17/2020	\$ 640.00
8000 VITTORIO ST, SEBRING	Angel Rivera	2/17/2020	\$ 640.00
8008 VITTORIO ST, SEBRING	Angel Rivera	2/17/2020	\$ 640.00
7332 CASILLA ST, SEBRING	Jennifer Ballone	2/17/2020	\$ 640.00
7436 CASILLA ST, SEBRING	Jennifer Ballone	2/17/2020	\$ 640.00
7412 CASILLA ST, SEBRING	Jennifer Ballone	2/17/2020	\$ 640.00
5050 FETTUCCINE ST, SEBRING	Jennifer Ballone	2/17/2020	\$ 640.00
5100 FETTUCCINE ST, SEBRING	Jennifer Ballone	2/17/2020	\$ 640.00
7938 VITTORIO ST, SEBRING	Angel Rivera	2/17/2020	\$ 640.00
6772 BALBOA, SEBRING	Clinton Noland	2/17/2020	\$ 640.00
6778 BALBOA, SEBRING	Clinton Noland	2/17/2020	\$ 640.00
6121 BENEVENTO AVE, SEBRING	Nicole Ploche Webb	2/17/2020	\$ 640.00
6131 BENEVENTO AVE, SEBRING	Nicole Ploche Webb	2/17/2020	\$ 640.00
5936 ALCALA AVE, SEBRING	Nicole Ploche Webb	2/17/2020	\$ 640.00
5924 ALCALA AVE, SEBRING	Nicole Ploche Webb	2/17/2020	\$ 640.00
5912 ALCALA AVE, SEBRING	Nicole Ploche Webb	2/17/2020	\$ 640.00
7925 YUMURI ST, SEBRING	Keisha Burnside	2/17/2020	\$ 640.00
7524 YUMURI ST, SEBRING	Keisha Burnside	2/17/2020	\$ 640.00
7530 YUMURI ST, SEBRING	Keisha Burnside	2/17/2020	\$ 640.00
7610 YUMURI ST, SEBRING	Keisha Burnside	2/17/2020	\$ 640.00
5044 PUEBLO AVE, SEBRING	Omar Clarke & Sandra Pratt-Clarke	2/17/2020	\$ 640.00

5102 PUEBLO AVE, SEBRING	Omar Clarke & Sandra Pratt-Clarke	2/17/2020	\$ 640.00
5101 SAN JAUN DR, SEBRING	Omar Clarke & Sandra Pratt-Clarke	2/17/2020	\$ 640.00
8104 MANTUA AVE, SEBRING	Noel Grant	2/17/2020	\$ 640.00
8108 MANTUA AVE, SEBRING	Noel Grant	2/17/2020	\$ 640.00
4900 FETTUCCINE AVE SEBRING	Sandy Jean Philippe	2/17/2020	\$ 640.00
4911 FETTUCCINE AVE, SEBRING	Sandy Jean Philippe	2/17/2020	\$ 640.00
8016 VITTORIO ST, SEBRING	Elvis Clarke	2/17/2020	\$ 640.00
8017 WYNN ST, SEBRING	Elvis Clarke	2/17/2020	\$ 640.00
8009 WYNN ST, SEBRING	Elvis Clarke	2/17/2020	\$ 640.00
6438 ALCALA AVE SEBRING	Gregory Williams	2/17/2020	\$ 640.00
6244 ALCALA AVE, SEBRING	Gregory Williams	2/17/2020	\$ 640.00
6208 ALCALA AVE, SEBRING	Gregory Williams	2/17/2020	\$ 640.00
6146 ALCALA AVE, SEBRING	Gregory Williams	2/17/2020	\$ 640.00
6030 ALCALA AVE, SEBRING	Gregory Williams	2/17/2020	\$ 640.00
7937 MARIN ST, SEBRING	Daniel Housen	2/17/2020	\$ 640.00
7929 MARIN ST, SEBRING	Daniel Housen	2/17/2020	\$ 640.00
7934 LEONARDO ST, SEBRING	Daniel Housen	2/17/2020	\$ 640.00
7903 MARIN ST, SEBRING	Mark Scott	2/17/2020	\$ 640.00
8057 TREVINO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
8001 TREVINO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
7901 TREVINO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
7930 TREVINO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
5110 SAN JAUN DR, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
5025 PUEBLO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
5026 PUEBLO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
5142 PUEBLO AVE, SEBRING	Dennis & Carol Quallo	2/17/2020	\$ 640.00
6757 ALCALA AVE, SEBRING	Everada M. & Vanissa O. Bennett	2/17/2020	\$ 640.00
6749 ALCALA AVE, SEBRING	Everada M. & Vanissa O. Bennett	2/17/2020	\$ 640.00
6737 ALCALA AVE, SEBRING	Everada M. & Vanissa O. Bennett	2/17/2020	\$ 640.00
6147 BENEVENTO AVE, SEBRING	Humberto Molgora	2/17/2020	\$ 640.00
6523 BENEVENTO AVE, SEBRING	Humberto Molgora	2/17/2020	\$ 640.00
6033 VIRTUDES ST, SEBRING	Turrey Bailey	2/17/2020	\$ 640.00
6019 VIRTUDE ST, SEBRING	Turrey Bailey	2/17/2020	\$ 640.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: James D. Langford, Jr., P.E., Assistant County Engineer

SUBJECT/TITLE: Request to approve and award ITB 21-001 to Excavation Point Inc, and execute an Agreement between Highlands County and Excavation Point Inc. to remove and replace existing driveway ramp with new concrete at Fire Station No. 19 in the amount of \$88,902.

STATEMENT OF ISSUE

Attached is the Recommendation for Award and Agreement between Highlands County and Excavation Point Inc. for providing labor, materials, and equipment to remove and replace the existing driveway ramp at Fire Station No. 19 with new concrete. ITB 21-001 was advertised on 11/26/2020 and 11/28/2020, and seven (7) bids were received on 1/6/2021 (date was extended in addendum 3). The principal features of the Agreement include, but are not limited to, the removal and replacement of the concrete ramp, drainage improvement, installation of sod as depicted in attached plans, and maintenance of traffic (MOT) as outlined in ITB 21-001.

Excavation Point Inc. was the lowest bidder of the seven (7) bids submitted. The Assistant County Engineer is the project manager and engineer of record for this project. See attached location map depicting the location of the project.

ITB 21-001 – BID OPENING DATE: 1/6/2021

VENDOR	BID PRICE
Boromei Construction Inc.	\$133,580.00
Cropland Services Inc.	\$160,909.00**
E.O. Koch Construction Co.	\$117,270.00
Excavation Point Inc.	\$88,902.00
L. Cobb Construction Inc.	\$118,119.33
Rogar Management & Consulting of FL, LLC	\$99,905.20
Trademark Custom Construction	*
* non-responsive bid submittal	
** Corrected bid amount due to mathematical error(s)	

RECOMMENDED ACTION

Move to approve and award ITB 21-001 to Excavation Point Inc, and execute an Agreement between Highlands County and Excavation Point Inc. to remove and replace existing driveway ramp with new concrete at Fire Station No. 19 in the amount of \$88,902.

FISCAL IMPACT

There is no fiscal impact for this construction contract as the selected bid price in the amount of \$88,902.00 is currently budgeted in Cost Center 2685, Account 56200Z, Fire Station No. 19 Driveway Improvements project 19010.

Attachments: [21-001 Award Packet.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

ITB 21-001

Fire Station No. 19 Driveway Improvements

Bid Opening Date:
02/08/18

	LOCAL VENDOR	TOTAL	RANK
Boromei Construction Inc	No	\$ 133,580.00	5
Cropland Services Inc	No	\$ 160,909.00**	6
E. O. Koch Construction Co	No	\$ 117,270.00	3
Excavation Point Inc	Yes	\$ 88,902.00	1
L Cobb Construction Inc	No	\$ 118,119.33	4
Rogar Management & Consulting of FL, LLC	No	\$ 99,905.20	2
Trademark Custom Construction	Yes	*	N/A

* non-responsive bid submittal.

** Corrected bid amount do to mathematical error(s.)

This award will be from the date of the Board approval. Construction will be in accordance with the solicitation documents and with the approval as required by the Purchasing Manual. The term states the vendor is to commence mobilization within seven (7) calendar days of the Notice to Proceed and are to be completed and ready for final inspection within thirty (30) calendar days after the date when the contract times commence to run.

Recommendation:

RECOMMENDED AWARDING TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, Excavation Point Inc.

Christine Davis

Digitally signed by Christine
Davis
Date: 2021.01.26 14:02:12 -05'00'

Christine Davis, Purchasing Manager

Digitally signed by Clinton Howerton Jr., P.E.
Date: 2021.01.26 15:32:05 -05'00'

Clinton Howerton, P.E., Engineering Department Director Date

Recommendation approved by:

Randy Vosburg

Digitally signed by Randy
Vosburg
Date: 2021.01.29 09:52:31 -05'00'

Randy Vosburg, County Administrator

Date

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and EXCAVATION POINT, INC., 7944 S. George Boulevard, Sebring, Florida 33875, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY intends to remove and replace existing driveway ramp with new concrete at Fire Station No. 19 located at 6800 West George Blvd., Sebring, FL 33875; and

WHEREAS, the COUNTY has received bids, in accordance with the Highlands County Purchasing Manual and Florida Statutes; and,

WHEREAS, the CONTRACTOR has submitted the lowest responsive bid most advantageous to the COUNTY; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

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

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **TERM.**

Bidder agrees that the mobilization will start within seven (7) calendar days of the Notice to Proceed and project is to be completed and ready for final payment within thirty (30) calendar days after the date the Contract term begins to run. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. The term of this Agreement shall extend from the date of execution by the COUNTY and shall extend until the services set forth herein are completed.

SECTION 3. **SCOPE OF SERVICES.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms

and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The Construction plans provided in the solicitation and addendums are shown in **Attachment "C"**.

SECTION 4. **WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

- E. CONTRACTOR shall post a payment and performance bond in accordance with Florida Statutes, Section 255.05.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.735, Local Government Prompt Payment Act, if applicable, and Highlands County's Prompt Payment Policy. The amount to be paid under this Agreement for services rendered will be Eighty-seven Thousand Nine Hundred, Two and 00/100 Dollars (\$87,902.00), plus the actual cost for permitting, or the term of this Agreement, in accordance with the pricing quote set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

The COUNTY may terminate this Agreement, without cause, given ten (10) days written notice to the CONTRACTOR.

SECTION 9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. **INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

AUTOMOBILE: Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.

- 1. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- 2. GENERAL AGGREGATE: Two Million Dollars (\$1,000,000.00);
- 3. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,

4. **WORKERS' COMPENSATION:** Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees and volunteers" as an Additional Insured on all policies except Workers Compensation and Professional Liability,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. **ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any, and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
COUNTY'S CUSTODIAN OF PUBLIC RECORDS:**

COUNTY CLERK: Gloria Rybinski
County Public Information Officer
600 South Commerce Avenue
Sebring, Florida 33870
Telephone Number: 863-402-6836
E-mail Address:
HCBCRecords@highlandsfl.gov

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
- i. Keep and maintain public records required by the COUNTY to perform the services set forth herein.

- ii. Upon request from the COUNTY's custodian of public records, provide the 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
- iii. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. **COMPLIANCE WITH ALL LAWS AND GRANT REQUIREMENTS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement. The CONTRACTOR, at its sole expense shall comply any and all State of Florida Grant Funding Agreement requirements.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States

Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

To County: Name: Highlands County Board of County Commissioners
 Address: 600 South Commerce Avenue
 Sebring, Florida 33870
 Attention: County Administrator

with copies to: Christine Davis, Purchasing Manager
 The County Attorney
 600 South Commerce Avenue
 Sebring, Florida 33870
 Telephone: 863-402-6500
 J.D. Langford, Assistant County Engineer
and E-Mail: JDLangford@HighlandsFL.gov
 Address: 501 South Commerce Avenue
 Sebring, Florida 33875

To Contractor Name: Excavation Point, Inc.
 Address: 7944 S. George Boulevard
 Sebring, Florida 33875
 Attn: Tal J. Rancourt, President
 Telephone: (863) 471-1997
 E-Mail: mail@exavationpoint.com

SECTION 25. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. **USE OF COUNTY LOGO, NAME, SEAL, FLAG AND/OR COUNTY LETTERHEAD**

The CONTRACTOR may only use Highlands County's name, logo seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to use of the same. In addition, the CONTRACTOR shall not use the COUNTY's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the COUNTY Administrator.

SECTION 34. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the

COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 36. MISCELLANEOUS COMPLIANCE.

- A. The CONTRACTOR shall not employ any unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act.
- B. The CONTRACTOR agrees to comply with Florida Statutes, Section 20.055(5) and to incorporate in all subcontracts the obligation to comply with Florida Statutes, Section 20.055(5).
- C. The CONTRACTOR certifies that it nor any of its affiliates have been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services pursuant to Florida Statutes, Section 287.134.
- D. LIQUIDATED DAMAGES: COUNTY and CONTRACTOR also recognize the delays, expense and difficulties involved in proving the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (and not as a penalty) CONTRACTOR shall pay COUNTY Three Hundred Eighty-eight dollars (\$388.00) for each calendar day that expires after the time specified in Section Two of this Agreement until the work is complete and ready for final payment. Liquidated damages shall be deducted by COUNTY from any balance due CONTRACTOR, or if the balance due CONTRACTOR is less than the amount of liquidated damages, CONTRACTOR shall pay to COUNTY the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

ATTEST:

Jerome Kaszubowski, Clerk

Highlands County, a political
subdivision of the State of Florida
By Its Board of County Commissioners

By: _____
Scott A. Kirouac, Chairman

CONTRACTOR

Excavation Point, Inc.

By: _____

Print: Tal J. Rancourt

Title: President

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tal J. Rancourt, the President of Excavation Point Inc who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONTRACTOR, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16th day of February, 2021.

(stamp)

Levi J. Anderson
NOTARY PUBLIC, State of Florida



Levi J. Anderson
Notary Public
State of Florida
Comm# HH023988
Expires 7/27/2024

Exhibit "A"
Scope of Services

Scope: CONTRACTOR will furnish all materials, labor and equipment to complete the removal and replacement of the concrete driveway ramp at Fire Station No. 19. The work consists of, but not limited to, the removal and replacement of the concrete driveway ramp, drainage improvement and installation of sod as depicted in attached plans. Maintenance of traffic will be the responsibility of the awarded bidder. CONTRACTOR must familiarize himself with the sites, all details of the work required, and existing conditions. The CONTRACTOR will be required to work closely with the Fire Rescue Department and the Highlands County Engineering Department on all phases of the project.

General Requirements & Specifications:

1. All concrete work shall be performed in accordance with accepted industry standards and codes for cast-in-place concrete including, but not limited to, temperature recommendations, reinforcing, measuring, transporting, and placing of concrete.
2. Mobilization of equipment and crews within seven days of NTP. Provide means and methods for all construction phases.
3. CONTRACTOR shall provide all required materials, labor, equipment, permits and inspections to provide a 100% completed project.
4. CONTRACTOR shall contact Highlands County Building Department (863) 402-6643 for permit information.
5. CONTRACTOR shall saw cut where required to create a clean edge and remove and replace the existing station ramp.
6. After the removal of the existing driveway the existing GAB shall be compacted to 98% compaction to form a 6" compacted base. Where needed Limerock or Shell shall be used and compacted to the satisfaction of the County Engineer.
7. Density and thickness base reports and proof roll test for GAB will be by independent testing firm approved by the COUNTY.
8. Prior to scheduling GAB proof roll all density and thickness reports report must be submitted to the COUNTY.
9. Upon completion of forming for each upcoming pour, the CONTRACTOR will contact the County Project Manager to perform a site visit to review the site for the upcoming pour. The CONTRACTOR will provide the County Project Manager with at least 24-hour notice. No concrete pours will be made without approval from the County Project Manager.
10. Slab must be poured in separate sections to allow continuous access for fire apparatus operation.
11. Installation of #4 (1/2" thickness) rebar dowels at 16" off centers to form a grid like pattern slabs.
12. #4 dowel rods shall connect individual slabs per the provided detail.

13. Prior to pouring, the area shall be graded for proper drainage and compacted with the appropriate construction equipment. Water shall pitch away from Fire Station.
14. Expansion joints will be saw joints and shall be soft cut and shall be spaced no more than 10 feet apart. Saw cuts shall be made within 4-12 hours after concrete finishing. Saw cuts shall have a depth that is equal to 25% of slab thickness.
15. Concrete thickness will be 8" @ 4000 psi.
16. All concrete shall have a minimum compressive strength of 4000 psi at 28 days.
17. The existing trench drain, and associated drainage shall be maintained, and any driveway improvements will not adversely impact drainage in adjacent areas.
18. There shall be a footer installed at the bay/ramp transition and at the ramp to roadway transition.
19. Concrete shall have a light non-slip broom textured finish.
20. Minimum 2-year warranty on all materials, Minimum 1-year warranty on all labor, guarantee of no cracks.
21. The slab must support at a minimum a Fire Truck weight of 60,000 lbs.
22. Proper storage and disposal of all materials.
23. CONTRACTOR shall be responsible for any tools, materials, etc. left on site.
24. CONTRACTOR must insure the site and immediate surrounding area are in pre-construction or better condition prior to final pay request. Any necessary repairs are at the CONTRACTOR's expense with no additional charge to the COUNTY.
25. All work must be completed within 30 calendar days after the NTP has been issued.
26. The CONTRACTOR will notify the Project Manager upon completion of concrete pouring. The COUNTY further agrees the concrete area will remain closed for traffic for a minimum of 28 calendar days to allow for ACI recommended cure time of concrete. In accordance with item 16 above, the CONTRACTOR will provide test results confirming the minimum compressive strength of 4000 psi.

-END OF EXHIBIT A-

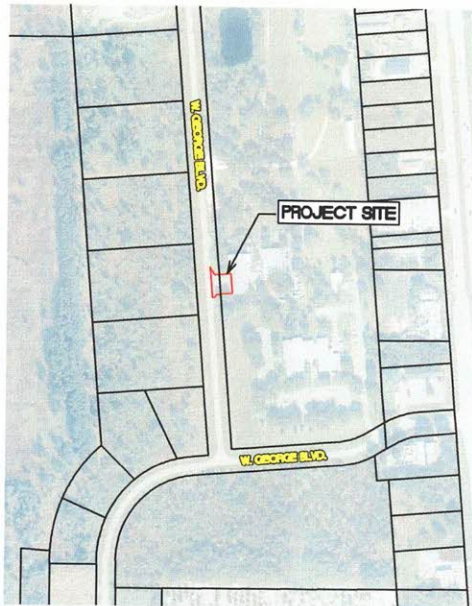
Exhibit "B"
Compensation

Task No.	Item Description	Unit of Measure	Quantity	Extended Price	
1	Permit Fee Allowance	Allowance		\$1,000.00	
2	Bonds and Insurance	Lump Sum	1	\$3,100.00	
3	Survey Construction Stakeout including As-Built Survey	Lump Sum	1	\$1,575.00	
4	Mobilization	Lump Sum	1	\$1,000.00	
5	Maintenance of Traffic	Lump Sum	1	\$1,250.00	
6	Drainage Improvements (i.e. Trench Drain, etc.)	Lump Sum	1	\$8,585.00	
7	8" Concrete Drive (4,000 PSI, includes dowel rods at expansion joints)	Square yards	856	\$46,224.00	\$54.00/SY
8	6" Compacted Optional Base 8 (Limerock or Shell)	Square Yards	856	\$9,844.00	\$11.50/SY
9	#4 Rebar reinforcement (including ties and chairs)	Pounds	7820	\$8,602.00	\$1.10/LB
10	Performance Turf (like kind)	Square Yards	62	\$297.00	\$4.79/SY
11	Removal and proper disposal of existing ramp	Square Yards	825	\$7,425.00	\$9.00/SY
GRAND TOTAL (Numeric): (Total task 1-11)				\$ 88,902.00	
GRAND TOTAL (Written in words): Eighty-Eight Thousand Nine Hundred Two Dollars					
and Zero Cents					
State License No.		CUC1225279	License Expiration	8/31/2022	

-END OF EXHIBIT B-

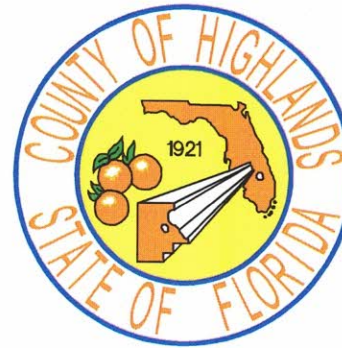
EXHIBIT C
PLANS

- SHEET DESCRIPTION**
- 1 COVER SHEET
 - 2 GENERAL NOTES & SPECIFICATIONS
 - 3 PLAN
 - 4 DRIVEWAY DETAIL



PROJECT LOCATION MAP
(NOT TO SCALE)

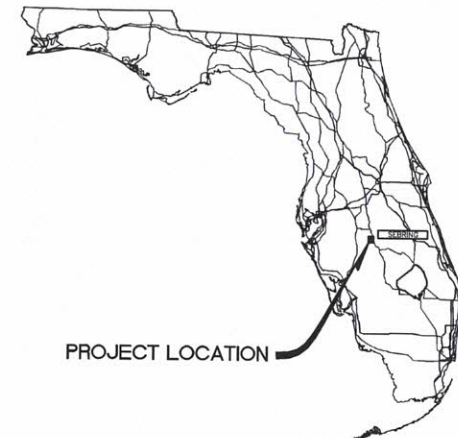
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS CONSTRUCTION PLANS FOR FIRE STATION NO. 19 DRIVEWAY IMPROVEMENTS



CLINTON HOWERTON, JR., P.E.
COUNTY ENGINEER

ENGINEER OF RECORD
JAMES D. LANGFORD, JR., P.E.

RIGHT-OF-WAY WIDTH = 100' WIDTH
POSTED SPEED LIMIT = 30 MPH



PROJECT LOCATION



STATE LAW REQUIRES
EXCAVATORS TO CALL 811
BEFORE DIGGING PER THE
"UNDERGROUND FACILITY
DAMAGE PREVENTION AND
SAFETY ACT" CHAPTER 556,
FLORIDA STATUTES. FAILURE
TO CALL CAN RESULT IN
FINES FROM \$250 TO \$5,000.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM MINIMUM STANDARDS FOR
DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS DATED 2016, AS
AMENDED BY CONTRACT DOCUMENTS.
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/floridagreenbook/2016floridagreenbookfinal-882972170.pdf?sfvrsn=946ed802_2

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY
2020/2021 STANDARD PLANS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND
JANUARY 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST
EDITION, AS AMENDED BY CONTRACT DOCUMENTS.

HIGHLANDS COUNTY TECHNICAL STANDARDS MANUAL, THROUGH RESOLUTION 14-15-60.
[http://cms2.revize.com/revize/highlandscounty/document_center/LDRS%20thru%20Ord%2017-18-15%20\(7-25-18\).pdf](http://cms2.revize.com/revize/highlandscounty/document_center/LDRS%20thru%20Ord%2017-18-15%20(7-25-18).pdf)

PLANS PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY
REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870	DATE	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:	SCALE: HORIZ. N/A VERT. N/A	PROJECT NO. N/A	REV. 0
DATE	BY										
			FOR CONSTRUCTION	DRAWN BY: STACEY WARDEN					FIRE STATION NO. 19 DRIVEWAY IMPROVEMENTS COVER SHEET		
				CHECKED BY: J.D. LANGFORD, P.E.							
				IN CHARGE: J.D. LANGFORD, P.E.							
				DATE: 12/17/2020							

C:\PROJECTS\2020\19 Fire Station 19 Drive\Desoto City Fire Dept Drive Plan.dwg, 1 CDV, Colors As Block Except Gray Colors.ctb

1. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION. THE CONTRACTOR SHALL HAVE THIS WORK DONE BY A REGISTERED PROFESSIONAL LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE (FLORIDA REGISTRATION). ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY SURVEYOR, WITHOUT DELAY, BY TELEPHONE.

- UTILITY & DRAINAGE NOTES:**

- PAVEMENT MARKING & SIGNAGE NOTES:

- CLEARING, GRUBBING & LANDSCAPING NOTES:**

- MISCELLANEOUS NOTES:**

- ## UTILITY COMPANIES

TOWN OF LAKE PLACID
311 W. INTERLAKE BLVD.
LAKE PLACID, FL 33852
JOSEPH BARBER
863-441-2564

COMCAST
12600 WESTLINKS DR. SUITE #4
FORT MYERS FL, 33913
LYNN DUNDAS
CONSTRUCTION SPECIALIST II
CELL 239-896-6328

TECO-PEOPLES GAS
445 KATHLEEN ROAD
LAKELAND, FL 33815
JENNIFER LOWERS
863-603-2226

CENTURY LINK
924 MEMORIAL DRIVE
AVON PARK, FL 33825
KEN LUTZ
863-452-3185

DUKE ENERGY
4728 KENILWORTH BLVD
SEBRING, FL 33870
MARK MANNER
(863) 678-4476

LEVEL 3 COMMUNICATIONS
1025 ELDORADO BLVD,
BLDG 13C04
BROOMFIELD, CO 80021
JUDY HENRY
720-888-2061

HIGHLANDS COUNTY TRAFFIC
505 SOUTH COMMERCE AVE.
SEBRING, FL 33870
EDWARD CARDONA
863-402-6536 Ext: 6536

SUN N LAKE
IMPROVEMENT DISTRICT
5308 SUN N LAKE BLVD.
SEBRING, FLORIDA 33872
DONALD GAVONI
(863) 382-2196

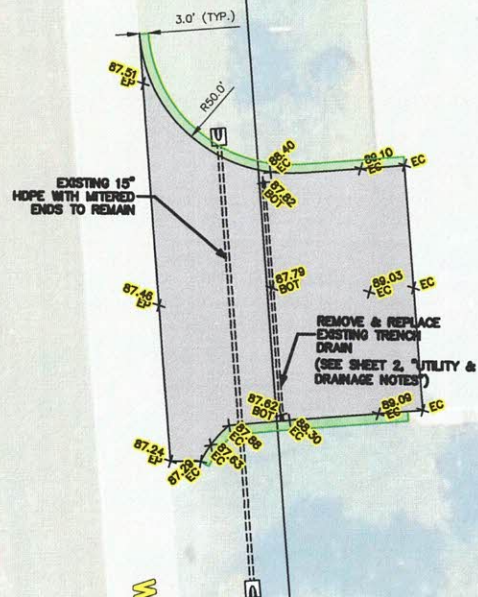
NETWORK RELATIONS
CENTURYLINK
1025 ELDORADO BLVD.
BROOMFIELD, CO 80021
877-366-8344 Ext: 2

CITY OF SEBRING
368 S. COMMERCE AVE.
SEBRING, FLORIDA 33870
BOB BOGGUS
(883)471-5100

CITY OF AVON PARK
2301 US HIGHWAY 27 SOUTH
AVON PARK, FLORIDA 33825
(863) 452-4433

SEBRING GAS SYSTEMS, INC.
3515 U.S. HIGHWAY 27
SEBRING, FLORIDA
KATHY SNYDER
(863) 385-0194

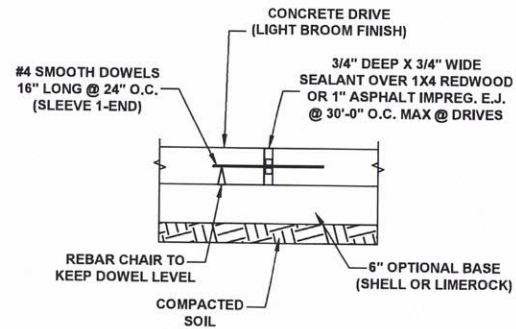
REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		FIRE STATION NO. 19 DRIVEWAY IMPROVEMENTS GENERAL NOTES & SPECIFICATIONS	SCALE: HORIZ. N/A VERT. N/A	PROJECT NO. N/A	REV. 0
DATE	BY	DESCRIPTION								
1. PROJECT LOCATION: 1100 S. 11th Avenue, City of Sebring, Florida. 2. NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.			FOR CONSTRUCTION	CHECKED BY: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE: 11/17/2020				
				IN CHARGE: J.D. LANGFORD, P.E.						



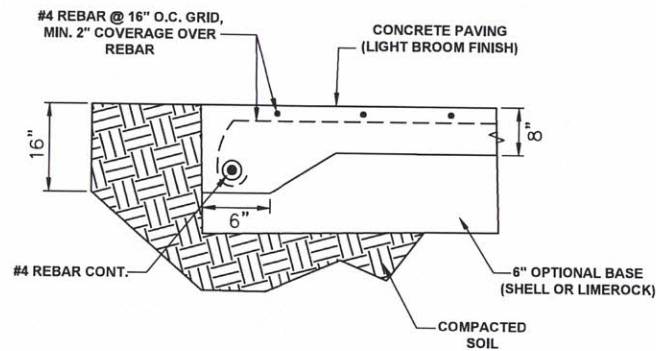
+151.81
 PROPOSED GRADE ELEVATION
 PROPOSED CONCRETE DRIVE
 PERFORMANCE TURF

TASK NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	BONDS & INSURANCE	LUMP SUM	1
2	SURVEY CONSTRUCTION STAKEOUT INCLUDING AS-BUILT SURVEY	LUMP SUM	1
3	MOBILIZATION	LUMP SUM	1
4	MAINTENANCE OF TRAFFIC	LUMP SUM	1
5	DRAINAGE IMPROVEMENTS (I.E. TRENCH DRAIN, ETC.)	LUMP SUM	1
6	8" CONCRETE DRIVE (4,000 PSL INCLUDING DOWEL RODS AT EXPANSION JOINTS)	SQUARE YARDS	856
7	6" COMPACTED OPTIONAL BASE (LIMEROCK OR SHELL)	SQUARE YARDS	856
8	#4 REBAR REINFORCEMENT (INCLUDING TIES & CHAIRS)	POUNDS	7,820
9	PERFORMANCE TURF (LIKE KIND)	SQUARE YARDS	62
10	REMOVAL AND PROPER DISPOSAL OF EXISTING GRAMP	SQUARE YARDS	825

REVISIONS DATE BY DESCRIPTION		STATUS FOR CONSTRUCTION		DESIGNED BY: JAS. LANGFORD, P.E. DRAWN BY: STACY MAURNEY CHECKED BY: JAS. LANGFORD, P.E. IN CHARGE: JAS. LANGFORD, P.E. DATE: 11/27/2020		HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870				FIRE STATION NO. 19 DRIVEWAY IMPROVEMENTS AERIAL PLAN		SCALE: HORIZ. 1"=40' VERT. N/A PROJECT NO. N/A REV. 0	
APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402				DATE:		Contract page 2 of 4		Contract page 2 of 4		Contract page 2 of 4			



EXPANSION JOINT DETAIL



8" THICK DRIVEWAY EDGE OF PAVING DETAIL (4,000 PSI)

REVISIONS		STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	DRAWN BY: STACEY BARNES	CHECKED BY: J.D. LANGFORD, P.E.	IN CHARGE: J.D. LANGFORD, P.E.	DATE: 10/17/2020	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:	PROJECT NO. N/A	REV. 0
DATE	BY										

**FOR
CONSTRUCTION**

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870



**FIRE STATION NO. 19
DRIVEWAY IMPROVEMENTS**
DRIVEWAY DETAIL

SCALE:
HORIZ. N/A
VERT. N/A
PROJECT NO. N/A
REV. 0
SHEET 4 OF 4
Contract page 22 of 22

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Request approval of Budget Amendment #20-21-056 and Resolution to approve and appropriate funding in the amount of \$161,200.00 for Project #20039, Re-chassis Ambulance.

STATEMENT OF ISSUE

Highlands County has received \$159,141.67 of Insurance proceeds to be used towards the re-chassis of EMS vehicle, M7-1 which was recently damaged in an accident. This budget amendment will appropriate the \$159,141.67 to Fund 151 and the Reserve for Contingency will make up the difference of \$2,058.33. A total of \$161,200.00 will be appropriated in Fund 151, Cost Center 5105, Account #56400Z.

RECOMMENDED ACTION

Move to approve the Budget Amendment #20-21-056 and associated Resolution

FISCAL IMPACT

Fiscal Impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$159,141.67, the amount of insurance proceeds and is being appropriated into cost center 5105A (Ambulance Service 151), account 56400Z (Project Equipment). In addition, \$2,058.33 is being transferred from cost center 9990B (Budget Expenditure AC/151), account 59900 (Reserve for Contingency) to cost center 5105A, account 56400Z which totals \$161,200, the amount necessary for the re-chassis of the damaged ambulance.

Attachments: [20-21-056 Project 20039 Re-chassis Ambulance \(BA\).pdf](#)
[20-21-056R Project 20039 Re-chassis Ambulance \(Resolution\).pdf](#)

February 15, 2021

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 2/10/2021

O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: EMS

FUND(S): 151 FUND TITLE(S): Infrastructure Surtax COST CENTER(S) #: 5105A, 9990B

PROJECT(S) #: 20039 PROJECT TITLE(S): Rechasis Ambulance COST CENTER TITLE(S): Ambulance 151, Budget Expenditure AC/151

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3694010	Insurance Proceeds		0.00	159,141.67		159,141.67
E	151	9990B	59900	Reserve for Contingency		45,758.70		2,058.33	43,700.37
E	151	5105A	56400Z	Project Equipment	20039	0.00	161,200.00		161,200.00
									0.00
									0.00
									0.00
									0.00

REASON: To set up Project 20039 - Rechasis Ambulance funding for a rechassis from a wrecked ambulance. The reimbursement from insurance proceeds in the amount of \$159,141.67 with the remaining funding from 151 Reserve in the amount of \$2,058.33.

OFFICE USE ONLY

OMB RECOMMENDATION:

 Approval
Denial

REQUEST # 20-21-056

TRANSFER TYPE:

ACTION:

Board Approved Denied
County Administrator Approved Denied

 ITEM TO ITEM
XX RESERVE
XX BY RESOLUTION
 SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

RESOLUTION NUMBER 20-21_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN
AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING
AMENDMENT TO THE INFRASTRUCTURE SURTAX FUND.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provided that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Infrastructure Surtax Fund; and

WHEREAS, insurance proceeds have been received from the insurance carrier in the amount of \$159,141.67 to be used to Rechas is an Ambulance that was in an accident; and

WHEREAS, the funds must be appropriated for use by Emergency Medical Services.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____ 2021 that budget amendment 20-21-056 is hereby approved and authorized.

**BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA**

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: David Nitz, OMB Manager
Angie Bollinger, Sr. Budget Analyst

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-057 and Resolution FY 19-20 SHIP Projects Rollovers/Closure and Healthy Families Project Adjustments in FY 20-21.

STATEMENT OF ISSUE

This budget amendment is necessary in FY20-21 to true up rollovers after additional audit expenditure reclassifications within the SHIP Projects; transfer \$1,329.69 from Project 16366 to 17366 to Close out the oldest SHIP Project and matching Revenue to Expenses within the Healthy Families Projects to maintain the authorized balances.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-057 and associated resolution.

FISCAL IMPACT

The fiscal impact is a net decrease in Fund 005 (General) in the amount of \$40,435.00 for the Healthy Families projects 19004 and 20004; and a net increase to Fund 166 (SHIP) in the amount of \$11,877.23 for projects 16366, 17366, and 18366.

Attachments: [20-21-057 Healthy Families_SHIP Project Adjustments \(BA\).pdf](#)
[20-21-057R Healthy Families_SHIP Project Adjustments.pdf](#)

BOARD OF COUNTY COMMISSIONERS

PAGE 1 of 2

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 2/10/2021

SUBMITTED BY: OMB

FUND(S): 005 / 166 FUND TITLE(S): General / SHIP COST CENTER(S) #: 5229 / 5367
19004/ 20004/
16366/ 17366/
 PROJECT(S) #: 18366 PROJECT TITLE(S): Healthy Families Florida 20-21 & 21-22/ SHIP 25, 26 & 27 COST CENTER TITLE(S): Healthy Families Grant / SHIP Program
 *list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3316901Z	US HHS Grant - Other	19004	241,500.00		19,004.17	222,495.83
R	005		3316901Z	US HHS Grant - Other	20004	80,500.00	19,004.17		99,504.17
E	005	5229	51200Z	Project Regular Salaries	19004	192,869.00		40,000.00	152,869.00
E	005	5229	52100Z	Project FICA Taxes	19004	14,755.00		4,000.00	10,755.00
E	005	5229	52200Z	Project Retirement Contribution	19004	19,287.00		5,140.00	14,147.00
E	005	5229	52400Z	Project Workers' Compensation	19004	676.00		123.17	552.83

REASON: Additioanl Grant Project adjustments for the Healthy Families projects 19004 and 20004 and SHIP Projects 16366, 17366 and 18366 in FY20-21 trueing up rollovers after additional audit reclasses, transfer \$1,329.69 from Proj 16366 to 17366 and matching Revenue to Expenses.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 20-21-057

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
 County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 2

BUDGET AMENDMENTS

REQUEST NUMBER 20-21-057

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5229	51200Z	Project Regular Salaries	20004	64,290.00	7,000.00		71,290.00
E	005	5229	52100Z	Project FICA Taxes	20004	4,919.00	800.00		5,719.00
E	005	5229	52200Z	Project Retirement Contribution	20004	6,430.00	1,096.00		7,526.00
E	005	5229	52400Z	Project Workers' Compensation	20004	223.00	22.17		245.17
R	005		3999100	Fund Balance Brought Forward		5,414,008.00		40,345.00	5,373,663.00
									-
R	166		3999100Z	Project Fund Balance Forward	16366	3,856.69		3,856.69	-
E	166	5367	54910Z	Project Rehabilitation	16366	3,856.69		3,856.69	-
									-
R	166		3999100Z	Project Fund Balance Forward	17366	55,356.85	11,983.92		67,340.77
E	166	5367	54910Z	Project Rehabilitation	17366	19,554.00	11,983.92		31,537.92
									-
R	166		3999100Z	Project Fund Balance Forward	18366	228,457.85	3,750.00		232,207.85
E	166	5367	54910Z	Project Rehabilitation	18366	87,500.00	3,750.00		91,250.00
									-
									-

RESOLUTION NO. 20-21-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE
GENERAL AND STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDS.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General and State Housing Initiatives Partnership Funds; and

WHEREAS, it is necessary to make adjustments to the rollover project balances from FY 19/20 into the current FY 20/21 to properly budget the available funds in the projects in FY 20/21 to maintain the authorized balances with a decrease in the amount of \$40,345.00 to the General Fund and an increase in the amount of \$11,877.23 to the SHIP Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-057 is hereby approved and authorized.

**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA**

Chairperson

ATTEST: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Sarah Beth Rogers, Children's Advocacy Center Manager

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-058 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.

STATEMENT OF ISSUE

The Florida Network of Children's Advocacy Centers allocated an additional \$1,100 to the Ruth E. Handley Children's Advocacy Center of Highlands County for Child Protection Team Services.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-058 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.

FISCAL IMPACT

The Fiscal Impact will be an increase to the General Fund (005), Cost Center (3995), Project 19054, in the amount of \$1,100.

Attachments: [20-21-058 Project 19054 FNCAC \(BA\).pdf](#)
[20-21-058R Project 19054 FNCAC \(Resolution\).pdf](#)
[DOC133.pdf](#)

February 15, 2021

O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 2/15/2021

SUBMITTED BY: Mercedes McNew

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3995

PROJECT(S) #: 19054 PROJECT TITLE(S): FNCAC 20/21 COST CENTER TITLE(S): Children's Advocacy Center

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	19054	27,607.26	1,100.00		28,707.26
E	005	3995	53400Z	Project Contractual Services	19054	9,800.17	1,100.00		13,678.17

REASON: To appropriate additional revenue received from the Granting Agency to add funds to pay for CPT services.

OFFICE USE ONLY

OMB RECOMMENDATION:

 Approval
Denial

REQUEST # 20-21-058

TRANSFER TYPE:

ACTION:

Board ☐ Approved ☐ Denied
County Administrator ☐ Approved ☐ Denied

☐ ITEM TO ITEM
☐ RESERVE
☒ BY RESOLUTION
☐ SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 20-21- _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING
THE AMENDMENT TO THE GENERAL FUND.**

WHEREAS, Section 129.06, Florida Statute (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate additional funding in the amount of \$1,100.00 for project #19054 that will be received from the Florida Network of Children's Advocacy Centers (FNCAC); and

WHEREAS, the funds must be appropriated to be used for direct services to victims of child abuse or their family members.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-058 is hereby approved and authorized.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA**

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

Subcontract Number 20/21-GR-CAC 23

AMENDMENT II
FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS
STANDARD CONTRACT

THIS AMENDMENT is entered between the Florida Network of Children's Advocacy Centers, Inc. hereafter referred to as the Network, and Highlands County, a Political Subdivision of the State of Florida, herein referred to as the Provider.

In accordance with the terms of Section III C. of the Standard Contract regarding modification of the Contract, it is mutually agreed that it is in the best interest of the parties that the Contract be modified to reflect a one-time increase of \$0.00 for Children's Advocacy Center Subcontracted Services and a one time increase of \$1,100.00 for Child Protection Team Subcontractor Services in the amount of the Awards provided in the Contract. It is the desire of the parties to make the following changes to the Contract to accommodate this need.

1. This Amendment applies to Section II A. FNCAC Agrees is modified to read:

A. Subcontract Amount

To pay for Subcontracted services according to the conditions of Attachment I up to a maximum amount not to exceed \$32,425.94 for Children's Advocacy Subcontracted Services and up to a maximum amount not to exceed \$12,211.11 for Child Protection Team Subcontracted Services subject to the availability of funds. The Network and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract

2. This Amendment will also modify the Fund Amounts in Exhibit – 1 to the Contract to reflect the one-time increase as follows:

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$44,637.05

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: Highlands County, a Political

Subdivision of the State of Florida

SIGNED BY:



AD8AC4C580FF4D4...

NAME: Randy Vosburg

TITLE: County Administrator DATE: 2/11/2021

Florida Network of Children's Advocacy Centers

SIGNED BY:



BA51C8AE5E75403...

NAME: CINDY VALLEY

TITLE: EXECUTIVE DIRECTOR DATE: 2/15/2021

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Penny Ogg, Supervisor of Elections

SUBJECT/TITLE: Request to approve Budget Amendment 20-21-060 to Rollover Project 19053 SOE Coronavirus Aid, Relief and Economic Security (CARES) Act and associated Resolution.

STATEMENT OF ISSUE

The budget amendment is being proposed to rollover and appropriate the remaining amount needed to complete Project 19053-SOE CARES Act, the 2020 HAVA CARES Act. The entire remaining amount of the Grant funds is not needed to be rolled per the Supervisor of Elections.

RECOMMENDED ACTION

Motion to approve budget amendment 20-21-060 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$784.55.

Attachments: [20-21-060 SOE Rollover Proj 19053 SOE CARES Act \(BA\).pdf](#)
[20-21-060R SOE Rollover Proj 19053 SOE CARES Act \(Resolution\).pdf](#)

February 22, 2021

O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over \$5,000 require Board approval)

DATE: 2/22/2021

SUBMITTED BY: Supervisor of Elections

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2442

PROJECT(S) #: 19053 PROJECT TITLE(S): SOE CARES Act COST CENTER TITLE(S): Superviosr of Elections

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3311000Z	General Government	19053	0.00	627.64		627.64
				Project Fund Balance					
R	005		3999100Z	Forward	19053	0.00	156.91		156.91
				Project Personal					
E	005	2442	51001Z	Services	19053	0.00	784.55		784.55
									0.00
									0.00
									0.00

REASON: To rollover and appropriate the remaining amount needed to complete Project 19053-SOE CARES ACT, the 2020 HAVA CARES Act. The entire remaining amount of the Grant funds is not needed to be rolled per the Supervisor of Elections.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 20-21-060

TRANSFER TYPE:

____ Approval
____ Denial

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

____ ITEM TO ITEM
____ RESERVE
____ **XX** BY RESOLUTION
____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

RESOLUTION NUMBER 20-21-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN
AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING
AMENDMENT TO THE GENERAL FUND.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provided that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to rollover and appropriate the remaining amount needed to complete Project 19053-SOE CARES Act, the 2020 HAVA CARES Act in the amount of \$784.55.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-060 is hereby approved and authorized.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA**

Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Clinton Howerton, Jr., County Engineer
Sherry Sutphen, County Attorney

SUBJECT/TITLE: A Resolution of the Highlands County Board of County Commissioners pertaining to the reduction of certain tipping fees paid by Waste Connections of Florida, Inc.; Providing for Legislative Findings and Intent; Providing for the Temporary Reduction of Certain Tipping Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

STATEMENT OF ISSUE

Waste Connections has been forced to pay the County's tipping fee to dispose of an increased amount of rejected recycling materials being collected and on January 21, 2021, the County received written notice from Waste Connections indicating its desire to engage in the mediation process in order to deal with, among other matters, the recycling issues which have seemed to worsen in the County since the start of the COVID-19 pandemic. In a good faith effort to provide short term relief to Waste Connections, the County has determined that it is appropriate to reduce the current County tipping fee charged to Waste Connections for disposal of rejected recycling materials.

RECOMMENDED ACTION

Adopt the Resolution of the Highlands County Board of County Commissioners pertaining to the reduction of certain tipping fees paid by Waste Connections of Florida, Inc.; Providing for Legislative Findings and Intent; Providing for the Temporary Reduction of Certain Tipping Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

The fiscal impact will vary according to material brought to the landfill.

Attachments: [Resolution Temporary Tipping Fee Reduction Waste.SGS.pdf](#)

RESOLUTION NO. 20-21-71

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE REDUCTION OF CERTAIN TIPPING FEES PAID BY WASTE CONNECTIONS OF FLORIDA, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TEMPORARY REDUCTION OF CERTAIN TIPPING FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2016, Highlands County entered into an Agreement with Waste Connections of Florida, Inc., (Waste Connections) for the provision of waste collection, hauling and recycling services (Agreement); and

WHEREAS, pursuant to Section 4.1.12, of the Agreement, Waste Connections is required to pay the County's current tipping fee for disposal of recycled materials which are rejected during the recycling collection process; and

WHEREAS, the current tipping fee adopted as part of the 2020-2021 budget process is set at \$45.00, per ton, for disposal of waste at the County's landfill; and

WHEREAS, Waste Connections has been forced to pay the County's tipping fee to dispose of an increased amount of rejected recycling materials being collected; and

WHEREAS, on January 12, 2021, the County received written notice from Waste Connections indicating its desire to engage in the mediation process in order to deal with, among other matters, the recycling issues which have seemed to worsen in the County since the start of the COVID-19 pandemic; and

WHEREAS, in a good faith effort to provide short term relief to Waste Connections while needed revisions to the Agreement are being negotiated, the County has determined that it is appropriate to reduce the current County tipping fee charged to Waste Connections for disposal of rejected recycling materials; and

WHEREAS, the temporary reduction in tipping fees charged to Waste Connections for disposal of rejected recycling materials advances a legitimate public purpose and is in the best interest, health, safety or welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Temporary Reduction of Certain Tipping Fees. The tipping fee charged to Waste Connections pursuant to Section 4.1.12 of the Agreement, for disposal of recycled materials which are rejected during the recycling collection process, is hereby temporarily reduced to \$22.50 (per ton). Such tipping fee reduction shall begin as of the Effective date of this Resolution and shall continue until such time as the revisions to the Agreement have been approved or this Resolution is repealed, whichever occurs first.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the temporary reduction of certain tipping fees paid by Waste Connections, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of March, 2021.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Request approval for engagement of an architect for the new Lake Placid Fire/EMS Station 36 Project No. 18051.

STATEMENT OF ISSUE

Architectural services are needed for the construction of a new Fire Rescue Station 36 in Lake Placid.

RECOMMENDED ACTION

Move to approve engagement of an architect for the new Lake Placid Fire/EMS Station 36 Project No. 18051.

FISCAL IMPACT

Fiscal Impact is \$205,900 and is in the current adopted budget for HCFPIRN LTD Capital Fund 355 Project 18051.

Attachments: [Architectural Design SSA.Fire station design.SGS.docx](#)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

HIGHLANDS COUNTY, FLORIDA

AND

SWEET SPARKMAN ARCHITECTS, INC.

FOR

**PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
FIRE STATION No. 36**

**PURSUANT TO
RFP-20-012**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 hereinafter referred to as "COUNTY" and Sweet Sparkman Architects, Inc., 2168 Main Street, Sarasota, Florida 34237, hereinafter referred to as "CONSULTANT, SSA or ARCHITECT".

WITNESSETH

WHEREAS, the COUNTY competitively solicited for Professional Architectural Design Services for the COUNTY's Memorial Drive Multi-Use Trail Project from Sebring Parkway to Pompano Drive pursuant to the COUNTY's Purchasing Policy and RFP 20-012; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFP 20-012; and,

WHEREAS, the CONSULTANT has certified to the COUNTY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Highlands County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 "ADDITIONAL SERVICES" - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Exhibit "A" attached hereto or which may from time to time be requested by the COUNTY.

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C" and "D", any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any

affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 “AMENDMENTS” - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 “COUNTY” - COUNTY means the Highlands County, a political subdivision of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the COUNTY's behalf, relative to this Agreement.

1.05 “CONSULTANT” - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 “PARTIES” - Reference to the “parties” shall collectively include the COUNTY and the CONSULTANT.

1.07 “PROFESSIONAL SERVICES” - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 “PROJECT MANAGER” - The COUNTY Project Manager shall mean the County Administrator, or a designee thereof. The COUNTY Project Manager shall be responsible for acting on behalf of the COUNTY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The COUNTY Project Manager shall also serve and act on behalf of the COUNTY to provide direct contact and communication between the COUNTY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The COUNTY Project Manager shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 “NOTICE OF ACCEPTANCE” - Notice of Acceptance shall mean the written document issued by the COUNTY Project Manager to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 “NOTICE TO PROCEED” - A written Notice to Proceed (NTP) will be issued by the COUNTY Project Manager following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the COUNTY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as **Exhibit “A”**, as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the COUNTY and shall expire upon completion and acceptance of the tasks set forth in Exhibit “A” as evidenced by a written Notice of Acceptance issued by the COUNTY Project Manager to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Highlands County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) Qualified Personnel - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) CONSULTANT's Project Manager - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the COUNTY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including

sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the COUNTY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the COUNTY's project shall remain assigned to the COUNTY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the COUNTY, in the sole discretion of the COUNTY.

4.03 COMPLIANCE WITH LAWS AND STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with any and all laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONSULTANT waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the COUNTY, any non-public information where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the COUNTY.

4.06 ADDITIONAL SERVICES

The COUNTY may request that CONSULTANT provide and perform additional professional services related to the COUNTY's project, which were either not contemplated by

the parties and provided for in Exhibit "A" or which were unknown at the time this Agreement was executed by the parties but is a material part of the COUNTY's project. Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

4.08 USE OF SUB-CONSULTANTS

Sub-consultants and/or sub-contractors shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The COUNTY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants and/or sub-contractors. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those Sub-Consultants, as set forth in **Exhibit "B"** and agrees to require any such Sub-Consultants to comply with all terms and conditions of this Agreement and all laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed pursuant to this Agreement.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the COUNTY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

4.10 SECOND COST FROM ERRORS OR OMISSIONS

CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the COUNTY as a result of services provided

under this Agreement. Second Cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 5.00 - OBLIGATIONS OF THE COUNTY

The obligations of the COUNTY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF COUNTY INFORMATION

At the CONSULTANT's request to the COUNTY Project Manager, the COUNTY agrees to make available all pertinent information, known by the COUNTY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the COUNTY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the COUNTY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that its Project Manager shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The COUNTY further agrees that its Project Manager shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, upon request by the CONSULTANT to the COUNTY's Project Manager, to provide access to COUNTY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the COUNTY hereby agrees to pay the CONSULTANT in the amount of Two Hundred Five Thousand Nine Hundred Dollars and 00/100 **(\$205,900.00)** accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in **Exhibit "C"** attached hereto.

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the COUNTY and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed prior to the effective date of termination which have resulted in a usable product or otherwise tangible benefit to the COUNTY and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the COUNTY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the COUNTY Project Manager, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the Project Schedule as agreed to with the COUNTY Project Manager, as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the

COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the Project Schedule as agreed to with the COUNTY Project Manager. Should the CONSULTANT not be able to complete the professional services in accordance with the Project Schedule so set, the CONSULTANT shall provide the COUNTY Project Manager a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The COUNTY Project Manager shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the COUNTY Project Manager, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit "D" that are denied by the COUNTY Project Manager may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such

representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of Highlands County, as applicable, and the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

A. AUTOMOBILE:

- i. Combined Single Limit: \$300,000 per accident,

OR

- ii. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

- B. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- C. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
- D. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
- E. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

- A. The name of the insured CONTRACTOR,
- B. The specified job by name and job number,
- C. List "HIGHLANDS COUNTY" as a Certificate Holder,
- D. Recognizes the Indemnification requirements of this Agreement.
- E. The name of the insurer,
- F. The number of the policy,
- G. The effective date,
- H. The termination date,
- I. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the

insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

(5) Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy secured by CONSULTANT for any of its sub-contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The COUNTY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF COUNTY LOGO, NAME, SEAL, FLAG AND/OR COUNTY LETTERHEAD

The CONSULTANT may only use Highlands County's name, logo seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to use of the same. In addition, the CONSULTANT shall not use the COUNTY's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the County Administrator.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the COUNTY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the COUNTY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the COUNTY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the COUNTY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO COUNTY

All notices to the COUNTY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Highlands County Board of County Commissioners
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

With copy to:

Highlands County Board of County Commissioners
Attention: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

And copy to:

Highlands County Capital Projects Manager
600 South Commerce Avenue
Sebring, Florida 33870
salbritton@highlandsfl.gov

19.02 NOTICES BY COUNTY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Sweet Sparkman Architects, Inc.
2168 Main Street
Sarasota, Florida 34237

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the COUNTY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the COUNTY all documents, papers, drawings, models or any other materials to which the COUNTY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

ARTICLE 22.00 – DOCUMENTATION CONFLICT

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and conditions of this Agreement and shall have no force or effect thereon. Any conflict between the terms and conditions of this Agreement and any of the Exhibits attached hereto, the terms and conditions of this Agreement shall prevail.

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 – RESTRICTIONS AND PROHIBITIONS

24.01 PUBLIC ENTITY CRIMES

As required by Florida Statutes, Section 287.133, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

24.02 DISCRIMINATORY VENDOR LIST

As required by Florida Statutes, Section 287.134, the CONSULTANT warrants that it is on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

24.03 SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the COUNTY, without penalty to the COUNTY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the COUNTY determines that the CONSULTANT falsely certified to the COUNTY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

24.04 NON-RESPONSIBLE CONTRACTOR

CONSULTANT warrants that it has not had a Certificate of Qualification suspended, revoked, denied or have been determined to be a non-responsible contractor by the Florida Department of Transportation.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

ARTICLE 26.00 - SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

ARTICLE 27.00 - JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONSULTANT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 29.00 - PUBLIC RECORDS

(1) Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
(386) 402-6836
records@highlandsfl.gov**

(2) CONSULTANT agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
- B. Upon request from the COUNTY's custodian of public records, provide the 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
- C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

- D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount, set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility

status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 33.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the COUNTY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2021.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Scott A. Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Courts

SWEET SPARKMAN ARCHITECTS, INC.

Print: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, the _____ of Sweet Sparkman Architects, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONSULTANT, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

NOTARY PUBLIC, State of Florida

Exhibit “A”

Scope of Services

SSA will provide professional design services as described in the following phases. Each phase shall be approved by the COUNTY in writing prior to beginning the next phase of work. COUNTY referred to herein as “Owner”.

SCHEMATIC DESIGN

A. SSA shall review the program and other information furnished by the Owner, and shall review codes and regulations applicable to SSA’s services.

B. SSA shall prepare a preliminary evaluation of the Owner’s program, schedule, budget, site, and the proposed procurement or delivery method, and other initial information, to ascertain the requirements of the project. SSA shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

C. SSA shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction. SSA shall reach an understanding with the Owner regarding the requirements of the project.

D. Based on the Project’s requirements agreed upon with the Owner, SSA shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

E. Based on the Owner’s approval of the preliminary design, SSA shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.

F. SSA shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

G. Schematic Design Phase includes up to three (3) meetings with Owner.

DESIGN DEVELOPMENT

A. Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSA shall prepare Design Development Documents for the Owner’s approval.

B. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

C. The Architect shall submit the Design Development Documents to the Owner and request the Owner’s approval.

D. Design Development Phase includes up to three (3) meetings with Owner.

CONSTRUCTION DOCUMENTS

A. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSA shall prepare Construction Documents for the Owner's approval.

B. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.

C. SSA shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

D. The Owner and SSA acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which SSA shall review in accordance with the Construction Administration Phase outlined below.

E. The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

F. Construction Document Phase includes up to three (3) meetings with Owner.

BIDDING AND PERMITTING

A. Based upon Owner's approval of the Construction Documents, provide permitting necessary (unless specifically excluded below) to achieve signed/sealed drawings ready for the Contractor's bidding process and/or construction.

B. Submission of Construction Documents to applicable agencies for permit processing.

C. Attend post bid meeting, if necessary, to discuss alternate work items.

D. Answer review questions required by permitting agencies and potential General Contractors. Addenda material and information as may be required to clarify issues.

E. Assist the Owner in selecting a General Contractor based on the General Contractor's in bid Submission.

CONSTRUCTION ADMINISTRATION

A. SSA will serve as the County's Project Manager during the construction of the Fire Station.

B. Monthly site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the contract documents. Agreement includes a total of (10) site visits during construction. Additional requested site visits will be billed as Additional Services.

C. Review and respond to Contractor requests for information (RFIs) and Submittals during construction.

D. Review Contractor Certificates for Payment.

E. At Project Completion, review Punch List prepared by Contractor and issue Certificate of Substantial Completion when appropriate.

F. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.

Services Included as Supplemental Services

Any other services, including but not limited to the following, are not included in this agreement (see also Information Provided by Owner below).

- A. Geotechnical Services
- B. Site Lighting with photometrics
- C. Civil Engineering/Environmental

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

- A. Significant changes or modifications to the design after Owner approval of design phase.
- B. LEED consulting and certification services
- C. Mechanical or Electrical Commissioning services
- D. 3D physical presentation model
- E. Prolonged Construction Administration services.
- F. Surveying Services (assumed to be performed by the Owner)
- G. Hazardous Materials Survey, Toxic Waste Services and Environmental testing
- H. Plan Review or Permit Fees
- I. Cost Estimating
- J. Landscape Design and Irrigation
- K. Interior Design Services



Exhibit “B”
Sub-Consultants

- Karin’s Engineering Group - Structural Engineering
- Quest Design Group - MEP & Fire Protection Engineering (MEPFP)
- Kimley Horn and Associates - Civil Engineering and Landscape Architecture
- Universal Engineering Sciences - Geotechnical Engineer

Exhibit “C”
Compensation

Basic Professional Services	Lump Sum Fee
SCHEMATIC DESIGN	
Architectural	\$17,000.00
Structural	\$500.00
MEPFP	\$1,725.00
TOTAL	\$19,225.00
DESIGN DEVELOPMENT	
Architectural	\$26,000.00
Structural	\$2,000.00
MEPFP	\$8,625.00
Specification Writing	\$3,250.00
TOTAL	\$39,875.00
CONSTRUCTION DOCUMENTS	
Architectural	\$30,000.00
Structural	\$3,000.00
MEPFP	\$15,525.00
Specification Writing	\$3,250.00
TOTAL	\$51,775.00
BIDDING AND PERMITTING	
Architectural	\$7,000.00
Structural	\$500.00
MEPFP	\$1,725.00
TOTAL	\$9,225.00
CONSTRUCTION ADMINISTRATION	
Architectural	\$20,000.00
Structural	\$1,000.00
MEPFP	\$6,900.00
Specification Writing	\$1,000.00
TOTAL	\$28,900.00
TOTAL BASIC PROFESSIONAL SERVICES	\$149,000.00

Supplemental Services	
GEOTECHNICAL ENGINEERING	\$4,800.00
SITE LIGHTING WITH PHOTOMETRICS	\$2,000.00
CIVIL ENGINEERING/ENVIRONMENTAL	
Natural Resource Assessment	\$3,500.00
Site Plan	\$3,500.00
Pre-Application Meetings	\$1,500.00
Civil Site Design and Construction Documents	\$25,600.00
Civil Permitting	\$6,500.00
Civil-related Construction Phase Services	\$9,500.00
TOTAL	\$50,100.00
TOTAL INCLUDED ADDITIONAL SERVICES	\$56,900.00

TOTAL PROJECT FEES (EXCLUDING REIMBURSABLE EXPENSES)	\$ 205,900.00
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Reimbursable expenses, such as travel, postage and printing costs, will be billed according to the following Schedule – SSA's Schedule of Professional Hourly Billing Rates.

Fees and reimbursable expenses will be invoiced monthly based upon the percentage of services completed or actual services performed, and expenses incurred, as of the invoice date. Payment will be due upon receipt of invoice.

Professional Services:

Senior Principal \$185.00
Principal \$165.00
Project Manager \$150.00
Project Architect \$135.00
Project Designer \$105.00
Designer/CAD technician \$ 95.00

Lead Interior Designer \$145.00
Interior Designer. \$130.00

Clerical / Procurement \$ 65.00

Reimbursable Expenses:

Reproductions - Cost plus 10%
Travel - Reimbursable at the prevailing rate per the IRS

Other reimbursable expenses include, but not limited to: Postage, photography, supplies, warehousing, etc. - Cost plus 10%

In-house Printing: B&W 8.5 x11 - \$.12 /each
In-house Printing: B&W 11 x 17 - \$.24 /each
In-house Printing: Color 8.5 x 11 - \$.60 /each
In-house Printing: Color 11 x 17 - \$1.20 /each
In-house B&W plots - \$5.00 /each
In-house color plots - \$10.00 /each
Bank Transfer Fees - Wire Fee plus 10%

Exhibit “D”
Schedule

Activity	Task Duration (Calendar Days)	Milestone Days (from Notice to Proceed)
SCHEMATIC DESIGN	45	45
DESIGN DEVELOPMENT	60	105
CONSTRUCTION DOCUMENTS	60	165
TOTAL DESIGN PHASE DURATION		165
BIDDING AND PERMITTING	60	225
CONSTRUCTION ADMINISTRATION	TBD	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Sherry Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of February 24, 2021

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact

Attachments: [COUNTY ATTORNEY LOG.pdf](#)

County Attorney Log

	DATE	RECEIVED FROM	REQUEST	STATUS
1		Clinton Howerton	Solid Waste Contract - Review and Amend	Mediation requested
2		Clinton Howerton	Review and amend Solid Waste Ordinance/research garbage as a utility	Meeting Needed/ Additional Information Needed
3	7/31/20	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS/under review
4	8/6/20	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Under review
5	8/7/20	Randy Vosburg	Review and revise Trespassing Policy	Assigned – MR-draft prepared
6	11/17/20	Clinton Howerton	Review revised EMS Station layout	Assigned –SS/additional information needed
7	11/17/20	Board	M-CORES/Broadband Resolution	Under review
8	1/7/21	Jonathan Harris	Review Shell Pit Occupancy Agreement	Assigned-SS-low priority
9	2/2/21	Mike McMillian	Review Natural Resources Advisory Commission Resolution regarding meetings	Assigned-SS/Under review
10	2/10/21	Jo Anne Sawdy	Review P&Z 2071 Resolution	Assigned-SS/Under review
11	2/10/21	Rachel Barry	Review Special Event Ordinance	Assigned-SS/Under review
12	2/10/21	Rachel Barry	Review GovPilot Agreement	Assigned-MR/Under review
13	2/12/21	Rachel Barry	Review question regarding Agrotourism	Assigned-SS/meeting set 3/10/21
14	2/19/21	Valerie Fleeger	Review procedure regarding timeline and notices regarding assessment fees	Assigned-SS/Under review
15	2/22/21	Christine Davis	Review revisions to CiviTek Agreement	Assigned-MR/Under review

16	2/22/21	Valerie Fleeger	Review Street Light request	Assigned-SS/Under review
17	2/22/21	Karen Lepera	Review question regarding Security Services	Assigned-SS/Under review
18	2/23/21	Meghan DiGiacomo	Review Renewal of Data Sharing Agreement	Assigned-SS/Under review
19	2/23/21	Jennifer Willis	Review Resolution regarding Closing of a road – Spring Lake Village IX	Assigned-SS/Under review
20	2/23/21	Melony Culpepper	Review CPA 20-576LS amended ordinance	Assigned-SS/Under review
21	2/24/21	Jonathan Harrison	Review question regarding roadway maintenance	

STATUS NOTES

Assigned – will be followed by initials of attorney

Under Review – being worked on by attorney

Additional Information Needed – information being sought

Meeting Scheduled or Needed – meeting scheduled or coordination underway

Pending – newly provided without sufficient time to assign or perform cursory review

Blank – lacking information and detail when added to log

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of February 23rd, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Status - Commissioner's Priorities \(FINAL\) 3.2.2021.pdf](#)
[Status - Project Updates \(FINAL\) 3.2.2021.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Waiting on Highlands Regional/HCA Leadership to prepare written notification of their desire to buy the hospital facility and include their evaluation of what the facility is worth. Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility.	Communications continues, awaiting letter from HCA leadership. Intend to find a specialized appraiser that both parties agree to use. Map a plan for funds after the sale of the facility.	Ongoing
Priority 2	Meghan DiGiacomo	Develop a plan of action for utility extensions	Opened a Task Order for the amount of \$25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent approximately \$20,000 so far. Have additional \$25,000 set aside in current fiscal year budget (20-21) to continue services. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional \$25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn provided suggested next steps/deliverables with pricing included for ongoing efforts and implementation. Working our way down the list; within the bounds of funding. Kimley Horn has completed the draw down pressure tests of the pumps and lift stations in Lake Placid to determine the capacity and flow rates. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Will bring to board as soon as paperwork and deliverables is complete from Enterprise Florida.	Ongoing
Priority 3	Laurie Hurner	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings.	Ongoing
Priority 6	TBD	Septage Processing	TBD	TBD	TBD
Priority 7	TBD	Annexation/ Interlocals with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	TBD	Countywide Drainage Issues	TBD	TBD	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Project being re-designed to avoid or minimize dewatering costs and reduce other impacts.	Complete re-design and construct spring 2021	Ongoing
6	Solid Waste	Landfill Storm Closure / Transfer Station	No change	Ongoing discussions with Waste Connections and staff regarding options.	Ongoing
7	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions, pushing out information relating to the new stimulus package and meaning for businesses, along with regular duties. Despite COVID-19, still doing a lot of day-to-day economic development office work. Working with numerous industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan. Almost complete for collateral for website updates with the goal of being ready for March races. Applied for and received two rural development grants through Enterprise Florida and DEO. We will submit agreement to board for approval once received back from Enterprise Florida. Recently gave tours of county and potential sites and projects to 4 commissioners.	Ongoing
8	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless taskforce meeting.	Ongoing
9	Engineering	MCORE	Task Force has sent their recommendations for considerations of routing criteria to the State for consideration. Invite DOT consultants to present information about project to the Board.	Awaiting potential corridor information from FDOT to determine potential project needs and possible improvements needed to minimize impacts and provide greatest benefit.	Ongoing
10	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 2, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from February 12 through March 2, 2021

Attachments: