

## AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Halff Associates, Inc.**, with a principal address of 1201 N. Bowser Rd., Richardson, TX 75081 and a local office located at 902 North Sinclair Avenue, Tavares, FL 32778, possessing FEIN# 75-1308699 (hereinafter referred to as "FIRM") under seal for the Marion County Vulnerability Assessment (Including Some Municipalities), (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #24Q-053 - Marion County Vulnerability Assessment (Including Some Municipalities), the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

**Section 4 - Term.** This Agreement shall commence upon COUNTY's Board of County Commissioner's approval and shall continue through March 28, 2025 ("Term"). The Work (defined herein) shall commence upon issuance of Notice to Proceed. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** As per specifications and requirements of the Project 24Q-053, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** all services referred to herein as "Work." The Work shall particularly comply with the original RFQ that is part of the Contract Documents.

**Section 6 – Compensation.** COUNTY shall make payment of \$418,500.00, (the "Agreement Price"), to FIRM under established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement



for Reimbursable Expenses due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

**Section 7 – Assignment.** FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

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

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

**B. FIRM shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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 and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public



records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 12 – Indemnification, pursuant to Section 725.08, F.S.** FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Firm/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM/Vendor does not own vehicles, the Firm/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

**Section 14 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.



- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 20 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

**Section 21 – Truth in Negotiation.** FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which 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 one year following the end of this Agreement.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
    - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
    - b. Engaged in business operations in Cuba or Syria.
  2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
    - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
    - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 25 - FIRM's Basic Duties.** By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the



improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

**Section 26 – Prohibition Against Contingent Fees.** The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 27 - Construction Administration Services.** As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

**Section 28 - COUNTY's Right to Withhold Payment.** In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

**Section 29 - Use and Ownership of Documents.** The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

**Section 30 – Firm Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 31 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 32 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 33 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Halff Associates, Inc.  
902 North Sinclair Avenue, Tavares, FL 32778  
CONTACT PERSON: Rob Ern | Phone: 352-557-9220

COUNTY: Marion County Office of the County Engineer  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [rem@halff.com](mailto:rem@halff.com) and [slahav@halff.com](mailto:slahav@halff.com). Designation signifies FIRM's election to accept notices solely by e-mail.

**Section 34 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 35 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**



IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

[Signature] 5/21/2024  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

[Signature] 5/21/2024  
MICHELLE STONE DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: May 21, 2024  
24Q-053 | Marion County Vulnerability Assessment  
(Including Some Municipalities)

AND LEGAL SUFFICIENCY

[Signature] 5/28/24  
Fr: MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

\*\*\*\*\*

WITNESS:

[Signature]  
SIGNATURE  
Emma Booth  
PRINTED NAME

HALFF ASSOCIATES, INC.

[Signature] 5-24-24  
BY: ROBERT ERN DATE  
PRINTED: VICE-PRESIDENT  
ITS: (TITLE)

WITNESS:

[Signature]  
SIGNATURE  
Tracy Carrasquillo  
PRINTED NAME



## EXHIBIT A – SCOPE OF SERVICES

### TASKS AND DELIVERABLES:

#### TASK 1: KICK-OFF MEETING

- The CONSULTANT, in coordination with CLIENT, will develop an overall project management plan addressing initial actions for the project.
- The CONSULTANT, prior to the kick-off meeting, will prepare necessary meeting materials, including a sign-in sheet and draft project schedule.
- The CONSULTANT will facilitate a project kick-off meeting, confirming that the meeting agenda includes a discussion of project scope, goals, schedule, critical milestones, and deliverables.
- The CONSULTANT will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis during the kick-off meeting to establish context for the project; and solicit feedback from CLIENT on preparing a draft list of potential representatives to be included as members on the project steering committee.
- The CONSULTANT will prepare a draft list of representatives for the project steering committee based on feedback and recommendations from CLIENT. The CONSULTANT will recommend limiting the steering committee membership to no more than ten (10) representatives.

**Task 1 Deliverables.** The CONSULTANT will provide the following:

1. Meeting agenda to include location, date, and time of meeting;
2. Meeting sign-in sheets or attendance records with attendee names and affiliation;
3. A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
4. Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
5. A draft list of steering committee members; and a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

**TASK 1 LUMP SUM FEE: \$2,944.50**

#### TASK 2: ASSEMBLE STEERING COMMITTEE

- The CLIENT will be responsible for reviewing and approving the final steering committee list and distributing the draft email prepared by CONSULTANT in Task 1 to the proposed steering committee members, requesting member participation and to provide confirmation of acceptance or denial.





- The CLIENT will be responsible for providing final list of local representatives that have confirmed participation on the steering committee, to include name, organization/affiliation, position title, and contact information.
- The CONSULTANT, in coordination with CLIENT, will assist with determining a meeting schedule for steering committee meetings throughout the project timeline.

**Task 2 Deliverables.** Not applicable to CONSULTANT.

**TASK 2 LUMP SUM FEE: N/A**

**TASK 3: CONDUCT STEERING COMMITTEE MEETINGS**

- The CONSULTANT, in coordination with CLIENT, will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, facilitating virtual steering committee meetings where desirable and/or appropriate.
- The CONSULTANT will confirm that the scheduling of steering committee meetings is based on critical decision points in the project process; and that the agendas of each meeting are focused on reviewing the goals and objectives of the project, reviewing and soliciting feedback on draft materials, and providing input for study direction.
- The CONSULTANT will confirm that steering committee members are provided with opportunities to assist in identifying geographic context and appropriate modeling methodologies, available data and resources, and relevant assets.
- The CONSULTANT will facilitate no more than four (4) steering committee meetings throughout the project, confirming, at a minimum, that one (1) meeting is facilitated at the beginning of the project and one (1) meeting is facilitated at the end of the project.

**Task 3 Deliverables.** The CONSULTANT will provide the following:

1. Meeting agendas to include location, date, and time of meeting;
2. Meeting sign-in sheets with attendee names and affiliation;
3. A copy of the presentation(s) and any materials created for distribution at the meetings, as applicable; and
4. A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

**TASK 3 LUMP SUM FEE: \$8,453.50**

**TASK 4: PUBLIC OUTREACH MEETING #1**

- The CONSULTANT, in coordination with CLIENT, will determine the date, time, and location for the first public outreach meeting.
- The CONSULTANT will organize and facilitate the first public outreach meeting to allow the public to provide input during the initial data collection stages, to include



preferences on methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors, and critical community assets.

- The CONSULTANT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Task 4 Deliverables.** The CONSULTANT will provide the following:

1. Meeting agendas to include location, date, and time of meeting;
2. Meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff);
3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable;
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
5. A summary report including attendee input and meeting outcomes.

**TASK 4 LUMP SUM FEE: \$4,805.00**

#### **TASK 5: ACQUIRE BACKGROUND DATA**

- The CONSULTANT will research and compile the data required to perform the Vulnerability Assessment (VA) based on the requirements in Section 380.093, F.S.
- The CONSULTANT will confirm that the three main categories of data are gathered for the VA, to include: (1) critical and regionally significant asset inventory data; (2) topographic data; and (3) flood scenario-related data.
- The CONSULTANT will acquire a Digital Elevation Model (DEM) applicable to CLIENT's jurisdictional boundaries, reflecting most recently made available topographic data.
- The CONSULTANT will obtain data from CLIENT and other governmental agencies (e.g., SWFWMD and SJRWMD) applicable to existing ICPR watershed models.
- The CONSULTANT will review with CLIENT technical approach for converting existing ICPR Version 2 and 3 models to ICPR Version 4.
- The CONSULTANT will evaluate the technical necessity of updating ICPR models to reflect new topography (LIDAR) and new development, where applicable.
- The CONSULTANT will conduct a model conversion process, confirming that all existing models are integrated into ICPR Version 4. The CONSULTANT will reconcile and document data differences between the models and will run the models for various design storms and planning horizons as required by Section 380.093, F.S.
- The CONSULTANT will confirm that GIS metadata incorporates a layer for each of the four asset classes as defined in Section 380.093(2)(a)1-4, F.S.
- The CONSULTANT will confirm that GIS files and associated metadata adhere to the Resilient Florida Program's GIS Data Standards, with raw data sources defined within the associated metadata.





- The CONSULTANT will confirm that sea level rise projection data includes National Oceanic and Atmospheric Administration (NOAA) projections for 2040 and 2070, at a minimum, with the discretion to use other projections, as mutually agreed to by CONSULTANT and CLIENT. The CONSULTANT will verify with FDEP which NOAA projections are to be utilized based on updates to statutory requirements.
- The CONSULTANT will confirm that storm surge data used meets or exceeds the 100-year return period (1% annual chance) flood event.
- The CONSULTANT will identify data gaps during the research process where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the assessment results.
- The CONSULTANT will rectify any identified data gaps as necessary, documenting the results of the gap analysis and actions taken to rectify gaps.
- The CONSULTANT will integrate the data obtained in Task 5 into the AccelAdapt data analytics platform. The CLIENT will be under no obligation to continue with AccelAdapt and shall be provided all functional data appropriately, within the project budget, to function under the current Marion County software (i.e., ArcGIS).
- The CONSULTANT will utilize AccelAdapt throughout subsequent phases of the project, confirming that CLIENT has access to the software throughout the project timeline and for up to one (1) year following the completion of the project at no additional cost.

**Task 5 Deliverables.** The CONSULTANT will provide the following:

1. A technical report to outline the data compiled and findings of the gap analysis;
2. A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
3. A technical memorandum on model conversion results; and
4. GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by CLIENT as well as regionally significant assets that are classified and as defined in Section 380.093(2)(a)1-4, F.S.

**TASK 5 LUMP SUM FEE: \$176,880.00**

#### **TASK 6: EXPOSURE ANALYSIS**

- The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario.
- The CONSULTANT will confirm that the water surface depths (i.e., flood scenarios) used to evaluate assets include tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, as applicable.
- The CONSULTANT will confirm that the scenarios and standards used for the exposure analysis adhere to Section 380.093, F.S.
- The CONSULTANT will confirm that GIS files and associated metadata adhere to the Resilient Florida Program's GIS Data Standards, with raw data sources defined within the associated metadata.



**Task 6 Deliverables.** The CONSULTANT will provide the following:

1. A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
2. GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

**TASK 6 LUMP SUM FEE: \$99,888.00**

#### **TASK 7: SENSITIVITY ANALYSIS**

- The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets.
- The CONSULTANT will apply the data from the exposure analysis to the inventory of critical assets created in Task 5 (Acquire Background Data).
- The CONSULTANT will confirm that the sensitivity analysis includes an evaluation of the impact of flood severity on each asset class and at each flood scenario.
- The CONSULTANT will assign a risk-level based on percentages of land area inundated and the number of critical assets affected.

**Task 7 Deliverables.** The CONSULTANT will provide the following:

1. An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
2. An initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need and identifying which flood scenario(s) impacts each asset.

**TASK 7 LUMP SUM FEE: \$74,904.00**

#### **TASK 8: PUBLIC OUTREACH MEETING #2**

- The CONSULTANT, in coordination with CLIENT, will determine the date, time, and location for the second public outreach meeting.
- The CONSULTANT will organize and facilitate a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA, allowing the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used for refinement.
- The CONSULTANT will conduct exercises during the second public outreach meeting to encourage the public to prioritize focus areas of flooding and critical assets in preparation for the development of adaptation strategies and project development. The CONSULTANT will confirm that established criteria is utilized to guide the public's input for the selection of focus areas.





- The CONSULTANT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Task 8 Deliverables.** The CONSULTANT will provide the following:

1. Meeting agendas to include location, date, and time of meeting;
2. Meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff);
3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable;
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
5. A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

**TASK 8 LUMP SUM FEE: \$4,805.00**

#### **TASK 9: IDENTIFY FOCUS AREAS**

- The CONSULTANT will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook.
- Based on the exposure and sensitivity analyses, the CONSULTANT will assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies.
- The CONSULTANT will confirm that GIS files and associated metadata adhere to the Resilient Florida Program's GIS Data Standards, with raw data sources defined within the associated metadata.

**Task 9 Deliverables.** The CONSULTANT will provide the following:

1. A report summarizing the areas identified as focus areas, with justification for choosing each area;
2. Tables listing each focus area with any critical assets that are contained inside the focus area;
3. Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
4. GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

**TASK 9 LUMP SUM FEE: \$4,968.00**

#### **TASK 10: FINAL VULNERABILITY ASSESSMENT REPORT, MAPS & TABLES**



- The CONSULTANT will meet with CLIENT virtually on a monthly basis (or more frequently, if needed) via TEAMS throughout the project timeline to provide status updates on tasks and product development components.
- The CONSULTANT will finalize the VA report in accordance with the requirements outlined in Section 380.093, F.S., and based on the input from the steering committee and public outreach efforts.
- The CONSULTANT will confirm that the final report includes all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas.
- The CONSULTANT will confirm that the final report contains a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.
- The CONSULTANT, in adding value to the final report, will prepare a limited/initial adaptation plan as an appendix to the report. The CONSULTANT will confirm that the initial plan translates key findings from the VA into actionable policy recommendations.
- The CONSULTANT will ensure that GIS files and associated metadata adhere to the Resilient Florida Program’s GIS Data Standards, with raw data sources defined within the associated metadata.
- The CONSULTANT will prepare a final project presentation—summarizing the outcomes, conclusions, and recommendations identified from the project—and will present final project outcomes to the Marion County Board of County Commissioners (BOCC).

**Task 10 Deliverables.** The CONSULTANT will provide the following:

1. Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in Section 380.093, F.S.;
2. A final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need and identifying which flood scenario(s) impacts each asset;
3. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata;
4. A copy of the presentation and any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable; and
5. A signed Vulnerability Assessment Compliance Checklist Certification.

**TASK 10 LUMP SUM FEE: \$39,912.00**

**TASK 11: COORDINATE AND ASSIST WITH REQUESTS FOR ADDITIONAL INFORMATION (RAI)**

- The CONSULTANT will assist CLIENT with any RAIs received from FDEP during the final state review and approval of deliverables, including any additional exhibits or information that may be required to satisfy the RAI(s).





**Task 11 Deliverables.** The CONSULTANT will provide the following:

1. Response to RAI(s) including any exhibits, additional meetings, or information required to satisfy the RAI(s).

**TASK 10 LUMP SUM FEE: N/A**

**CONSULTANT ACKNOWLEDGMENTS:**

- The CONSULTANT, in coordination with CLIENT, will schedule a virtual meeting with FDEP at the beginning of the project to solicit input from the Resilient Florida Program on anticipated changes to be made to Section 380.093, F.S., by July 1, 2024.
- The CONSULTANT will document the updated statutory requirements and will confirm that the VA process follows all new requirements, verifying compliance.
- The CONSULTANT will confirm that all project deliverables are finalized for submission by CLIENT to FDEP no later than March 31, 2025, recognizing the grant agreement will expire on June 30, 2025.
- The CONSULTANT will assist CLIENT with preparing quarterly project progress reports to be submitted by CLIENT to FDEP.
- The CONSULTANT will support CLIENT with implementation activities associated with outcomes from the project, including preparing grant applications to support the development of design and construction projects. The CONSULTANT, external to the project budget, will provide cost estimates to CLIENT for each grant application.

**FEE SUMMARY:**

<i>Task No.</i>	<i>Task Title</i>	<i>Lump Sum Fee</i>
1	Kick Off Meeting	\$2,944.50
2	Assemble Steering Committee	N/A
3	Conduct Steering Committee Meetings	\$8,453.50
4	Public Outreach Meeting #1	\$4,805.00
5	Acquire Background Data	\$176,880.00
6	Exposure Analysis	\$99,888.00
7	Sensitivity Analysis	\$74,904.00
8	Public Outreach Meeting #2	\$4,805.00
9	Identify Focus Areas	\$4,968.00
10	Final Vulnerability Assessment Report, Maps, and Tables	\$39,912.00
11	Coordinate and Assist with RAIs	N/A
<b>TOTAL LUMP SUM FEE:</b>		<b>\$417,560.00</b>

**SCHEDULE:**

- The CONSULTANT, in coordination with CLIENT and following the authorization of the SCOPE OF SERVICES, will develop a project schedule/timeline to include dates for meetings and final due dates for tasks and deliverables, to be included as an exhibit to the authorized SCOPE OF SERVICES.

## EXHIBIT B - FEE SCHEDULE

### Hourly Breakdown by Staff

Staff	Rate	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	TOTAL HOURS	TOTAL FEE
<b>HALFF (PRIME CONSULTANT)</b>													
Project Principal	\$295	-	-	-	3	-	-	-	3	-	-	6	\$1,770.00
Project Manager	\$232	2	-	8	14	10	30	42	14	5	61	184	\$43,152.00
Specialist IV	\$224	1	-	-	-	80	117	20	-	5	-	223	\$49,952.00
Engineer III	\$224	1	-	-	-	-	20	100	-	-	-	121	\$27,104.00
LA/Planner IV	\$224	-	-	-	3	-	10	95	3	12	115	238	\$53,312.00
<b>GEOSYNTEC (SUBCONSULTANT)</b>													
Subconsultant Principal	\$295	2.5	-	7.5	-	7	-	-	-	-	-	17	\$5,015.00
Project Professional	\$240	3	-	9	-	59	-	-	-	-	-	71	\$17,040.00
Senior Staff Professional	\$190	-	-	-	-	244	-	-	-	-	-	244	\$46,360.00
Staff Professional	\$165	-	-	-	-	537	-	-	-	-	-	537	\$88,605.00
Clerical	\$75	1	-	3	-	6	-	-	-	-	-	10	\$750.00
<b>FERNLEAF (SUBCONSULTANT)</b>													
VA Advisor	\$180	1	-	2	-	2	9	5	-	-	-	19	\$3,420.00
Technical Advisor	\$180	-	-	2	-	-	4	-	-	-	-	6	\$1,080.00
VA Advisor	\$180	-	-	-	-	-	4	-	-	-	-	4	\$720.00
Resilience Specialist	\$160	-	-	-	-	-	12	8	-	-	-	20	\$3,200.00
VA Technical Lead	\$160	2	-	8	-	9	148	45	-	-	-	212	\$33,920.00
Data Analyst	\$150	-	-	-	-	8	80	18	-	-	-	106	\$15,900.00
GIS Analyst	\$125	-	-	-	-	16	140	32	-	-	-	188	\$23,500.00
Technical Support	\$115	-	-	-	-	-	16	8	-	-	-	24	\$2,760.00
												<b>2,232</b>	<b>\$417,560.00</b>

**2 ADDITIONAL HOURS ADDED TO TASK 7 UNDER PROJECT MANAGER.**



**Task Fee Totals and Comparison of Hourly Breakdown vs. FDEP Grant Agreement Task Amounts**

Staff	Rate	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10
Project Principal	\$295	-	-	-	\$885	-	-	-	\$885	-	-
Project Manager	\$232	\$464	-	\$1,856	\$3,248	\$2,320	\$6,960	\$9,744	\$3,248	\$1,160	\$14,152
Specialist IV	\$224	\$224	-	-	-	\$17,920	\$26,208	\$4,480	-	\$1,120	-
Engineer III	\$224	\$224	-	-	-	-	\$4,480	\$22,400	-	-	-
LA/Planner IV	\$224	-	-	-	\$672	-	\$2,240	\$21,280	\$672	\$2,688	\$25,760
Subconsultant Principal	\$295	\$738	-	\$2,213	-	\$2,065	-	-	-	-	-
Project Professional	\$240	\$720	-	\$2,160	-	\$14,160	-	-	-	-	-
Senior Staff Professional	\$190	-	-	-	-	\$46,360	-	-	-	-	-
Staff Professional	\$165	-	-	-	-	\$88,605	-	-	-	-	-
Clerical	\$75	\$75	-	\$225	-	\$450	-	-	-	-	-
VA Advisor	\$180	\$180	-	\$360	-	\$360	\$1,620	\$900	-	-	-
Technical Advisor	\$180	-	-	\$360	-	-	\$720	-	-	-	-
VA Advisor	\$180	-	-	-	-	-	\$720	-	-	-	-
Resilience Specialist	\$160	-	-	-	-	-	\$1,920	\$1,280	-	-	-
VA Technical Lead	\$160	\$320	-	\$1,280	-	\$1,440	\$23,680	\$7,200	-	-	-
Data Analyst	\$150	-	-	-	-	\$1,200	\$12,000	\$2,700	-	-	-
GIS Analyst	\$125	-	-	-	-	\$2,000	\$17,500	\$4,000	-	-	-
Technical Support	\$115	-	-	-	-	-	\$1,840	\$920	-	-	-
<b>ESTIMATE TOTAL</b>		\$2,944.50		\$8,453.50	\$4,805	\$176,880	\$99,888	\$74,904	\$4,805	\$4,968	\$39,912
<b>LUMP SUM IN GRANT</b>		\$3,000		\$8,500	\$5,000	\$177,000	\$100,000	\$75,000	\$5,000	\$5,000	\$40,000
<b>DIFFERENCE</b>		\$55.50	\$-	\$46.50	\$195	\$120	\$112	\$96	\$195	\$32	\$88