

SUMTER COUNTY CEI SERVICES FOR CR 525E ULTIMATE FOUR LANE PROJECT SERVICES AGREEMENT

THIS AGREEMENT is made this 24th day of January 2023, by and between **Board of Sumter County Commissioners** (hereafter referred to as "BOCC"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Eisman & Russo, Inc. (hereafter referred to as "Consultant"), whose address is whose address is 6455 Powers Avenue, Jacksonville, Florida 32217.

RECITALS

WHEREAS, the BOCC has need of professional services for RFQ 046-0-2022 Sumter County CEI Services for CR 525E Ultimate Four Lane Project; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to Sumter County CEI Services for CR 525E Ultimate Four Lane Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the BOCC will be that of a professional Consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the BOCC prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Sumter County Contactor, and will work with the BOCC to provide said services in accordance with the scope of work outlined in 046-0-2022 RFQ.
3. The term of this Agreement shall commence on January 24, 2023 and continue in full force through May 31, 2024.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Consultant, Consultant shall furnish to the BOCC an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties. A determination of allowable costs in accordance with Federal cost principles will be performed for services rendered under this contract.
6. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details,

and calculation documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.

- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records, pursuant to Florida Statute 19.0701.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy records shall include all of the records of sub-Consultants (if any).
- d. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**
Consultant is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Consultant does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Consultant or keep and maintain public records required by Board.
- e. Consultant shall, at all times, carry General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ 046-0-2022, naming BOCC and the Florida Department of Transportation as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The BOCC and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.
- h. No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

- i. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

8. Should any other professional services be called for by the BOCC, which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the BOCC on challenges, public protests, administrative hearings or similar matters. The Consultant shall be available to represent the BOCC, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between BOCC and Consultant and which are further incorporated herein, consist of the following:

- a. RFQ 046-0-2022
- b. Consultant's Qualification Submittal
- c. This contract agreement
- d. Permits / Licenses
- e. All Qualifications Addenda Issued Prior to Opening Date
- f. All Modifications and Change Orders Issued

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the BOCC and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the BOCC and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the BOCC, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent Consultant to the BOCC and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the BOCC in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state, and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The Consultant agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all sub-consultants who will participate in the performance of the contract. All sub-consultant certifications must be kept on file by the general Consultant and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any Consultant deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the Consultant from performing services for the County.

18. Consultant are required to sign a Conflict of Interest form and shall notify BOCC in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the BOCC.

19. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

20. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOCC

Name: Bradley S. Arnold

Address: 7375 Powell Road, Wildwood, FL 34785

Title: County Administrator

Date: January 24, 2023

FOR THE CONSULTANT

Name: _____

Address: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Craig A. Estep, Chairman

Date Signed: _____

ATTEST:

EISMAN & RUSSO, INC.

By: _____

Date Signed: _____



PROPOSED STAFF MANHOURS											TOTALS		Loaded	Total
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	Total Months	Total Hours	Rates	Amount
Senior Project Engineer (E&R) Elie Assi			0.10	0.10	0.10	0.10	0.10	0.10	0.10		0.70	115.50	\$206.25	\$23,821.88
Project Administrator/CSS (E&R) Eddie Ferris			1.00	1.00	1.00	1.00	1.00	1.00	1.00		7.00	1155.00	\$178.75	\$206,456.25
Sr. Roadway Inspector (E&R)			1.00	1.00	1.00	1.00	1.00	1.00	1.00		7.00	1155.00	\$96.25	\$111,168.75
Inspector Roadway (E&R)			1.00	1.00	1.00	1.00	1.00	1.00	1.00		7.00	1155.00	\$73.00	\$84,315.00
											0.00	0.00		\$0.00
	0.00	0.00	3.10	3.10	3.10	3.10	3.10	3.10	3.10	0.00	21.70	3580.50		\$425,761.88

All Laboratory testing, including Asphalt Plant Inspector, will be performed by Sumter County under their GEC Sub-Consulting Agreement.