BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2004 Division: Growth Management

Bulk Item: Yes X No_____ Department: Planning and Environmental Resources

AGENDA ITEM WORDING: Rescind a professional services contract with HDR Engineering approved on May 19, 2004 for the completion of the Key Largo Livable CommuniKeys Master Plan and approve a new contract with HDR Engineering, Inc. to complete the Key Largo Livable CommuniKeys Master Plan.

ITEM BACKGROUND: A contract between HDR and Monroe County to complete the Key Largo Livable CommuniKeys plan was executed on May 19, 2004. Due to language in the contract that only permits payment to the consultant after the completion of deliverables, the Consultants have requested a contract that will allow payment on a percentage of work completed for each deliverable as requested by the consultant.

There are no other changes to the contract.

PREVIOUSLY RELEVANT BOCC ACTION:
November 19, 2003-Approval to advertise the Request for Proposals.

March 17, 2004-Approval to negotiate a professional services contract with HDR Engineering, Inc. as the top ranked firm.

May 18, 2004-Approval of contract.

CONTRACT/AGREEMENT CHANGES: The amended contract will permit payment to the consultant on a percentage of work completed for each deliverable.

STAFF RECOMMENDATION: Approval.

TOTAL COST: $180,000 **BUDGETED:** Yes_____ No _____

COST TO COUNTY: $30,000 **SOURCE OF FUNDS:** FDOT Contract AI-893 and Fund 148 MSTU.

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** N/A **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: _____
Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow _____ Not Required _____

DISPOSITION:_____ **AGENDA ITEM #** K-4

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: HDR Engineering Inc.

Contract #

Effective Date:

Expiration Date:

Contract Purpose/Description: A NEW CONTRACT FOR $180,000 AND IT RESCINDS

This is ~~an amendment to~~ a previously approved contract for $180,000 professional services contract with HDR Engineering Inc. for the completion of the Key Largo Livable CommuniKeys Master Plan. The ~~proposed amendment to the~~ NEW contract will permit payment to the consultants on a percentage of work completed for each deliverable (See Section 4.1 and 5.3). There are no other changes.

Contract Manager:	K. Marlene Conaway	2523	Planning and Environmental Resources
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on Nov. 17, 2004 Agenda Deadline: Oct. 29, 2004

CONTRACT COSTS

Total Dollar Value of Contract: $ 180,000 Current Year Portion: $ 180,000

Budgeted? Yes ☒ No ☐ Account Codes: 125-50501-53049-GW0114-530340-$150,000

Grant: $ 150,000 148-51000-530340-$30,000

County Match: $ 30,000

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/yr For:

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11/04/04	Yes ☐ No ☑		11/04/04
Risk Management	10-21-04	Yes ☐ No ☑	M. Shields	10-21-04
O.M.B./Purchasing	10/27/04	Yes ☐ No ☑	Sheila A Baker	10/27/04
County Attorney	10/19/04	Yes ☐ No ☑		11/01/04

Comments: Need to Rescind Old Agreement + Replace it with This One. Done 11/4/04

OMB Form Revised 2/27/01 MCP #2

MONROE COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
KEY LARGO LIVABLE COMMUNIKEYS MASTER PLAN

THIS CONTRACT is made and entered into this _____ day of _____, 2004, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the CLIENT, and HDR Engineering Inc, whose address is 2202 N. West Shore Blvd., Suite 250, Tampa, FL 33607-5755, hereafter CONSULTANT.

Section 1. SCOPE OF SERVICES.

The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – **Exhibit "A"** – which is attached hereto and made a part of this agreement.

Section 2. CLIENT'S RESPONSIBILITIES.

2.1 Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the Work Assignment.

2.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.

2.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.

2.4 Perform such other functions as are indicated in Exhibit "A".

Section 3. TIME OF COMPLETION.

The services to be rendered by the CONSULTANT for each individual work order request shall be commenced upon written notice from the CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual

consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

Section 4. COMPENSATION.

4.1 The maximum compensation available to the CONSULTANT under this agreement is $180,000.00. The CLIENT agrees to pay the CONSULTANT according to the percentages of completion of each deliverable in **-Exhibit "B"-** based on progress reports and other documentation to show the hours expended by each of the consultant's staff and the reimbursable expenses appropriately documented with a 10% retainage by County until each deliverable is fully completed. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.

4.2 The hourly billing rates of the CONSULTANT, expected to include virtually all costs including travel, used in calculating the compensation due are:

Position	**Rate (in Dollars)**
Project Principal	160
Project Manager	121
QA Manager	174
Senior Designer	120
Planner/Landscape Architect	89
Clerical	49

Section 5. PAYMENT TO CONSULTANT.

5.1 Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONSULTANT must submit to the Client Project Manager, who reviews the request, Client Project Manager shall note their approval on the request and forward it to the Clerk for payment. If request for payment is not approved, the Project Manager must inform the CONSULTANT in a writing that must include an explanation of the deficiency that caused the disapproval of the request.

5.2 When Clerk receives a request for payment, the Clerk shall pay the request in the amount approved by the Client Project Manager (within 45 days for nonconstruction services, 20 days for construction services), unless the Clerk determines a deficiency in the request requires disapproval of the request. In that case, the Clerk shall inform the CONSULTANT of the disapproval in writing together with an explanation of the deficiency that caused the Clerk to disapprove the request.

5.3 CONSULTANT shall submit invoices with progress report of activities on a monthly or otherwise regular basis until the work under this agreement is completed.

5.4 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

5.5 Continuation of this contract is contingent upon annual appropriation by Monroe County.

Section 6. CONTRACT TERMINATION.

Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the CLIENT terminates this Contract because of the CONSULTANT's failure to perform, then the CLIENT must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the CLIENT up to the date of the CONSULTANT's failure to perform but minus any damages the CLIENT suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the CLIENT as a result of the Contract termination. If the amount owed the CONSULTANT by the CLIENT is not enough to compensate the CLIENT, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the CLIENT up to the amount of the Contract price.

Section 7. AUTHORIZATION OF WORK ASSIGNMENTS.

7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.

7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.

7.3 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent

to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

Section 8. NOTICES.

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT:	Monroe County Board of County Commissioners c/o Monroe County Growth Management Division 2798 Overseas Highway, Suite 410 Marathon, Florida 33050 Attention: Division Director
To the CONSULTANT:	Neale Stralow, Project Manager HDR Engineering, Inc. 2202 N West Shore Blvd, Suite 250 Tampa, FL 33607-5755

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

Section 9. RECORDS.

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CLIENT or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990.

The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion,

deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 11. CONVICTED VENDOR.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, subconsultant, or CONSULTANT under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the CLIENT and CONSULTANT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The CLIENT and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 13. SEVERABILITY.

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The CLIENT and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. ATTORNEY'S FEES AND COSTS.

The CLIENT and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 15. BINDING EFFECT.

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the CLIENT and CONSULTANT and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.

The CLIENT and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Section 18. COOPERATION.

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, CLIENT and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. CLIENT and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. NONDISCRIMINATION.

CLIENT and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of

competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CLIENT or CONSULTANT agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. COVENANT OF NO INTEREST.

CLIENT and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS.

CLIENT agrees that officers and employees of the CLIENT recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT.

The CLIENT and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona

fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the CLIENT shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS. The CLIENT and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CLIENT and CONSULTANT in conjunction with this Agreement; and the CLIENT shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Section 24. NON-WAIVER OF IMMUNITY.

Notwithstanding he provisions of Sec. 286.28, Florida Statutes, the participation of the CLIENT and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CLIENT be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES.

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the CLIENT, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES.

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CLIENT and the CONSULTANT agree that neither the CLIENT nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. ATTESTATIONS.

CONSULTANT agrees to execute such documents as the CLIENT may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 29. NO PERSONAL LIABILITY.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.

Section 31. SECTION HEADINGS.

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. INSURANCE POLICIES.

32.1 General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all Subconsultants engaged by the CONSULTANT. As an

alternative, the CONSULTANT may require all Subconsultants to obtain insurance consistent with the attached schedules.

The CONSULTANT will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CLIENT as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT'S failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT'S failure to maintain the required insurance.

The CONSULTANT shall provide, to the CLIENT, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The CLIENT, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the CLIENT by the insurer.

The acceptance and/or approval of the CONSULTANT'S insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by Monroe County Risk Management.

32.2 INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN MONROE COUNTY, FLORIDA AND HDR ENGINEERING, INC.

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$250,000 per Person
$500,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS.

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person

$300,000 per Occurrence
$50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statues.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CLIENT shall recognize and honor the CONSULTANT'S status. The CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONSULTANT'S Excess Insurance Program.

If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the County.

32.5 ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS

Recognizing that work governed by this contract could include furnishing of engineering services, the CONSULTANT shall maintain, throughout the life of the Agreement, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of performance of professional services or any error or omission of CONSULTANT arising out of work governed by this Agreement. The insurance shall be maintained in force for a period of two years after the date of Completion of the Services set forth in subparagraph 1(a). The minimum limits of liability shall be $250,000 per Occurrence/$500,000 Aggregate.

Section 33. INDEMNIFY/HOLD HARMLESS.

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suits, claims, demands, actions, costs obligations, attorney fees, or liability of any kind resulting from a negligent act or omission by the County, it's Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents individually and collectively under the provisions and up to the limits of liability as stated in Section 768.28 F.S. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the County by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By_____

Title_____

HDR ENGINEERING INC.

By_____

Title_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/01/04

EXHIBIT "A"
SCOPE OF SERVICES

KEY LARGO LIVABLE COMMUNIKEYS PLAN
MONROE COUNTY, FLORIDA

The following Scope of Services is planned for the Key Largo Livable CommuniKeys Plan (KL-LCP) project which focuses upon the island's existing conditions, the importance of the US Highway 1 corridor, and the future development / redevelopment opportunities within the community. The identified tasks are listed in the anticipated order of the plan development progression. However, adjustments to this structure may occur if warranted with prior acceptance of Monroe County (County) staff and the HDR (Consultant). Individual tasks may begin before the prior task is completed.

Task 1: Project Coordination ($16,250)

The Consultant and County staff will identify and implement cooperative mechanisms for the regular update and delivery of project information throughout the length of the KL-LCP project. The following are anticipated:

A. Project Kick-Off Meeting – Within two (2) weeks from the Notice to Proceed, the Consultant and County will conduct a meeting to initiate project responsibilities, discuss standard procedures, preliminary schedule, and facilitate data transfer. The County will provide electronic (GIS, CADD, MSWord, etc.) documents of existing countywide datasets, property appraiser information, plans, and codes.

B. Coordination Meetings – The Consultant and County staff will conduct monthly project meetings / conference calls to coordinate work progress and identify needs. Summary meeting notes to be supplied with project action items by the Consultant.

C. Other Project Correspondence – The Consultant and County staff will utilize personal, e-mail, facsimile, and telephone as the preferred methods of communications.

Task 2: Existing Conditions Inventory & Analysis ($34,150)

The initial phase of this project will comprise an investigation and analysis of the current conditions within Key Largo. During this investigation, the Consultant with assistance from the County will collect, compile and analyze existing GIS and readily available datasets relevant to the project.

A. Data Collection, Analysis, & Base Mapping – The Consultant will collect relevant project data, analyze information and develop base maps and data that depict existing conditions. This information will be reviewed with the County staff prior to its public presentation.

B. Current Conditions & Trends Analysis Report & Maps – The Consultant will produce a report documenting the current conditions Key Largo and trends relating to the following topic headings. Trend data shall be based upon US Census datum, County property

appraiser information, and relevant economic data analysis. The following outline shall be used:

1) Land Use

Inventory (Table and/or Narrative)

a. Inventory of current developed land uses and acreage,
b. Vacant land/lot inventory and acreage, and
c. Current zoning vs. use and acreage.

Maps

a. Inventory of existing land uses,
    1. Commercial types,
    2. Residential, and
    3. Institutional
b. Lands planned for acquisition for preservation,
c. Zoning,
d. Parcels (ownership tables – public, private), and
e. Vacant lands.

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent land use changes, and projection of current trends that may affect the community's future development.

2) Transportation

Inventory (Table and/or Narrative)

a. Existing State and County roads
    1. Speed limits,
    2. Lane geometrics,
    3. Average Daily Trips (ADT),
    4. Roadway hazards (poor site distance),
    5. Accident occurrence,
    6. Level of Service (LOS) for US 1 for different segments, and
    7. Planned road improvements (CIP)
b. Pedestrian and Bikeway Facilities
    1. Existing,
    2. Plan for Overseas Heritage Trail, and
    3. County road system - planned facilities (CIP).
c. Public transportation opportunities

Maps

a. Existing Road network (ADT's and LOS), and
b. Existing and Planned Pedestrian Facilities and Bikeways,

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent transportation changes, and projection of current trends that may affect the community's future development.

3) Parks and Recreation

Inventory

a. Existing and planned public park and recreation facilities, and
b. Beach or shoreline access.
   1. Existing
   2. County owned, but undeveloped

Maps

a. Existing and planned public park and recreation facilities, and
b. Existing and potential beach or shoreline access.

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent open space changes, and projection of current trends that may affect the community's future development.

4) Community Facilities

Inventory

a. Existing Schools, Public Water and Sewer Service, Public Safety facilities and availability (Sheriff, Fire, EMS), Libraries, Senior Centers, and County Buildings,
   1. Existing service area,
   2. Existing capacity,
   3. Currently served, and
   4. Projected demand for existing zoning/ROGO timing.
b. Planned facility, capacity and timing,
c. On-lot disposal areas required to upgrade systems,
d. Identified hot and cold spots.

Maps

a. Existing facilities: Schools, Public Safety. Libraries, Senior Centers, and County Buildings,
b. Existing Water Service area (if less than island), and
c. Existing / planned Sewer Service Area, areas not planned for service and requiring upgrade of on lot system.

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent community facilities changes, and projection of current trends that may affect the community's future development.

5) Environmental Resources

Inventory

a. Hammock types,
b. ADID Wetlands Classifications,
c. Endangered Species,
d. Preservation lands owned by the government or private non profits, and
e. Lands planned for acquisition

Maps

a. ADID Wetlands, and

b. Hammocks

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent natural resource changes, and projection of current trends that may affect the community's future development.

6) Economic Development and Tourism

Inventory

a. Industrial/Business uses,
   1. Employment/number of jobs,
   2. Tax base,
   3. Potential for additional development on existing sites or infill, and
   4. Current zoning of sites used for industrial.
b. Commercial,
   1. Major commercial centers, and
   2. Employment / number of jobs
c. Commercial tax base,
d. Potential for additional development on existing sites or infill,
e. Current zoning on sites with commercial land uses,
f. Percent of commercial tourism based.
g. Tourist housing,
   1. Hotels, motels (rooms),
   2. RV parks (spaces),
   3. Vacation rentals (units),
   4. Tax base
h. Commercial and industrial areas that may be in a condition requiring reconstruction.

Maps

a. Major industrial, business and commercial areas.

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent economic development and tourism changes, and projection of current trends that may affect the community's future development.

7) Historic, cultural, and archeological resources

Inventory

a. Archeological Features,
b. Identified historic structures and sites,
c. Cultural assets, and
d. Historic architectural styles

Maps

a. Historic sites, archeological features, historic districts and cultural assets

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent cultural resources changes, and projection of current trends that may affect the community's future development.

8) Housing and community design

Inventory

a. Land in each residential zoning district,
b. Percentage of different housing types,
c. Mobile homes,
d. Over density parks,
e. Rented, homesteaded, seasonal,
f. Affordable housing with deed restriction,
g. Restricted Covenants (ROGO), and
h. General assessment of the condition of housing.

Maps

a. Existing types of residential uses,
b. Neighborhood revitalization areas, and
c. Affordable housing with deed restrictions.

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent housing stock changes, and projection of current trends that may affect the community's future development.

8) View Scapes

Inventory

a. Environmental / Hammock views,
b. Water views,
c. Land views (from the water),
d. Exceptional built environment views, and
e. Focal points.

Maps

a. Viewing points and direction

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent changes, and projection of current trends that may affect the community's future development.

9) Streetscape US 1

Inventory

a. Street trees plantings and other vegetation along the street,
b. Sign inventory type,
c. Street furniture,
d. Scenic Highway data (previously developed),
e. Architectural character, and
f. Setbacks.

Map

a. Existing conditions

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent corridor changes, and projection of current trends that may affect the community's future development.

10) Demographics

Inventory

a. 2000 Census information

Trends Analysis (Narrative and/or Maps)

a. Review of existing conditions, discussion of recent demographic changes, and projection of current trends that may affect the community's future development.

Deliverable(s): One (1) Current Conditions & Trends Analysis Report (original and electronic document)

Task 3: Community Involvement ($49,600)

The KL-LCP project will utilize a flexible system for soliciting and facilitating community involvement throughout the length of the project. The Consultant with assistance from the County will collect, compile and analyze comments received from interested parties and incorporate appropriate ideas into the plan.

A. Community Survey – The Consultant and County staff will develop a community survey for use during the public involvement meetings. The Consultant will provide an electronic draft the survey, copies and distribution of the survey will be made by the County. Survey results will be tabulated and analyzed for development of the plan.
B. Stakeholder Interviews – The Consultant and County staff will conduct a limited number of direct interviews with community leaders. County staff will provide a list of community leaders, coordinate and schedule meetings, and participate in the interviews.
C. Agency Meeting – The Consultant and County staff will conduct a coordination meeting with appropriate inter-jurisdictional agencies (FDOT, FDEP, SFRPC, DCA, etc.) to outline project approach, solicit agency input on plan issues, and establish involvement mechanisms for plan support.
D. Public Meetings – The Consultant and County staff will conduct a series of public workshops throughout the length of the project. The Consultant will develop and facilitate presentations (MS PowerPoint, maps, handouts, etc.). County staff will coordinate meeting locations, setup, legal notice requirements, and material copies.
    1) Workshop #1 (Vision) – The Consultant and County staff will conduct a meeting workshop to outline project scope, review existing conditions inventory and maps
    2) Workshop #2 (Goals & Strategies) – The Consultant and County staff will conduct a meeting workshop to identify communitywide goals and strategies for inclusion in the plan. A Community Survey will be reviewed and collected at the end of the meeting.

3) Workshop #3 (US Highway 1 Design) – The Consultant and County staff will conduct a design workshop to generate corridor design ideas, redevelopment areas, design guidelines and improvements. The results of the input will be incorporated into a corridor enhancement plan document.
4) Workshop #4 (Findings) – The Consultant and County staff will conduct a findings workshop to review project materials and conclusions prior to the Task #7 public hearings.

E. Newsletter – The Consultant and County staff will develop a newsletter template for use throughout the length of the project. A project logo will be designed and utilized for all project materials. The Consultant will provide an electronic draft of the newsletter; copies of the newsletter will be made and distributed by the County.
   1) First Edition – Includes the description of the planning process, existing conditions, and future workshop notices.
   2) Second Edition – Includes the results of the Workshop #1 (Vision) and include the Community Survey.
   3) Third Edition – Includes the results of the Workshop #2 (Goals & Strategies) and the Community Survey.

Task 4: Drafting of the KL-LCP Document ($35,100)

The KL-LCP plan is anticipated to be formatted as an 8.5" x 11" document. The Consultant will provide an electronic draft of the plan document and County staff will copy and distribute for review. One set of consolidated County comments (MSWord w/tract change mode) will be transmitted to the Consultant for input into the final draft document completion. The document will be structured in the following way:

1) <u>Introduction</u>
   a. Plan Definition and Purpose,
   b. Relationship to 2010 Plan,
   c. Principals,
   d. State Legislation,
   e. Historic Context, and
   f. Demographics.
      1. Population,
      2. # households,
      3. Age Distribution,
      4. Average # new permits a year,
      5. Medium and average Household Income, and
      6. Potential Population from existing lots.

2) <u>Community Involvement</u>
   a. Summary of responses to interview questions,
   b. Survey Results, and
   c. Workshop Results.

3) Plan Foundation
   a. Vision,
   b. Goals, and
   c. Major Concepts.

4) Each Element of Plan
   a. Goal,
   b. Current Conditions Summary,
   c. Analysis of Community Needs,
   d. Recommended Strategies,
   e. Recommended Action Items (To include potential comprehensive plan and land development regulation language / graphics in support of plans. Specifically, not to include production of CPA or LDC application packages or processing / revisions).
   f. Fiscal Implications and Anticipated CIP Projects (To include conceptual engineering estimates, at a 20% contingency level), and
   g. Maps.
      1. From Current Conditions, and
      2. Proposed changes, locations or facilities.

5) Implementation Strategies

Deliverable(s): One (1) KL-LCP (original and electronic document)

Task 5: Drafting of the Key Largo - US Highway 1 Corridor Enhancement Plan Document ($30,800)

The Key Largo - US Highway 1 Corridor Enhancement Plan document is anticipated to be formatted as an 11" x 17" document. The Consultant will provide an electronic draft of the plan document and County staff will copy and distribute for review. One set of consolidated County comments will be transmitted to the Consultant for input into the final draft document completion. The document will be structured in the following way:

1) Introduction
2) Study Area Conditions
3) Community Involvement Process
4) Design Concepts
5) Implementation Strategies

Deliverable(s): One (1) Key Largo - US Highway 1 Corridor Enhancement Plan (original and electronic document)

Task 6: Public Review, Comment and Approval ($14,100)

The Consultant and County staff will finalize the two report documents and participate in the presentation of the plans in two (2) public meetings with the Planning Commission.

1) Public Meeting #1 – The Consultant and County staff will conduct a pre-public hearing workshop as an interactive session to permit comments, suggestions, and corrections to the proposed plan.
2) The Consultant and County staff will prepare responses to appropriate public comments/questions raised, and redraft documents per direction of the planning commission, and
3) Public Meeting #2 – The Consultant and County staff will conduct a public presentation to address any issues raised during the first public meeting.
4) Presentation to the BOCC for approval.

Deliverable(s): One (1) Current Conditions & Trends Analysis Report (original and electronic document),
One (1) KL-LCP (original and electronic document), and
One (1) Key Largo - US Highway 1 Corridor Enhancement Plan (original and electronic document).

Total Estimated Fee: $180,000

Estimated Schedule: After the County's Notice to Proceed, the Consultant will provide a graphic project schedule at the kick-off meeting. The project is anticipated to be completed within a nine (9) months period.

- - - END OF SCOPE - - -

EXHIBIT "B"- COMPENSATION SCHEDULE

Deliverable 1-One (1) Current Conditions & Trends Analysis Report (original and electronic document)	$65,000
Deliverable 2-One (1) Key Largo-Livable CommuniKeys Plan (original and electronic document)	$65,000
Deliverable 3-One (1) Key Largo-US-1 Highway Corridor Enhancement Plan (original and electronic document)	$50,000
Project Total	**$180,000**

MONROE COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
KEY LARGO LIVABLE COMMUNIKEYS MASTER PLAN

THIS CONTRACT is made and entered into this 19th day of MAY, 2004, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the CLIENT, and HDR Engineering Inc, whose address is 2202 N. West Shore Blvd., Suite 250, Tampa, FL 33607-5755, hereafter CONSULTANT.

Section 1. SCOPE OF SERVICES.

The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – **Exhibit "A"** – which is attached hereto and made a part of this agreement.

Section 2. CLIENT'S RESPONSIBILITIES.

2.1 Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the Work Assignment.

2.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.

2.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.

2.4 Perform such other functions as are indicated in Exhibit "A".

Section 3. TIME OF COMPLETION.

The services to be rendered by the CONSULTANT for each individual work order request shall be commenced upon written notice from the CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual

consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

Section 4. COMPENSATION.

4.1 The maximum compensation available to the CONSULTANT under this agreement is $180,000.00. The CLIENT agrees to pay the CONSULTANT on the lump sum basis for the successful completion of work tasks in accordance with the Compensation Schedule **-Exhibit "B"-** which is attached hereto and made part of this agreement. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.

4.2 The hourly billing rates of the CONSULTANT, expected to include virtually all costs including travel, used in calculating the compensation due are:

Position	**Rate (in Dollars)**
Project Principal	160
Project Manager	121
QA Manager	174
Senior Designer	120
Planner/Landscape Architect	89
Clerical	49

Section 5. PAYMENT TO CONSULTANT.

5.1 Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONSULTANT must submit to the Client Project Manager, who reviews the request, Client Project Manager shall note their approval on the request and forward it to the Clerk for payment. If request for payment is not approved, the Project Manager must inform the CONSULTANT in a writing that must include an explanation of the deficiency that caused the disapproval of the request.

5.2 When Clerk receives a request for payment, the Clerk shall pay the request in the amount approved by the Client Project Manager (within 45 days for nonconstruction services, 20 days for construction services), unless the Clerk determines a deficiency in the request requires disapproval of the request. In that case, the Clerk shall inform the CONSULTANT of the disapproval in writing together with an explanation of the deficiency that caused the Clerk to disapprove the request.

5.3 CONSULTANT shall submit monthly invoices and progress reports for services rendered on each individual work task being performed by the CONSULTANT.

5.4 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

5.3 Continuation of this contract is contingent upon annual appropriation by Monroe County.

Section 6. CONTRACT TERMINATION.

Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the CLIENT terminates this Contract because of the CONSULTANT's failure to perform, then the CLIENT must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the CLIENT up to the date of the CONSULTANT's failure to perform but minus any damages the CLIENT suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the CLIENT as a result of the Contract termination. If the amount owed the CONSULTANT by the CLIENT is not enough to compensate the CLIENT, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the CLIENT up to the amount of the Contract price.

Section 7. AUTHORIZATION OF WORK ASSIGNMENTS.

7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.

7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.

7.3 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

Section 8. NOTICES.

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT:	Monroe County Board of County Commissioners c/o Monroe County Growth Management Division 2798 Overseas Highway, Suite 410 Marathon, Florida 33050 Attention: Division Director
To the CONSULTANT:	Neale Stralow, Project Manager HDR Engineering, Inc. 2202 N West Shore Blvd, Suite 250 Tampa, FL 33607-5755

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

Section 9. RECORDS.

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CLIENT or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990.

The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any