AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

FOR ON-CALL CONTINUING CIVIL ENGINEERING

RSQ # 10-0003

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Booth, Ern, Straughan & Hiott, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #10-0003, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ # 10-0003 did seek firms or individuals qualified to provide professional services for on call civil engineering services; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional services for civil engineering. The CONSULTANT acknowledges and agrees that if the work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including but not limited to setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 Generally, the CONSULTANT shall be required to provide civil engineering services for assigned tasks that are related to but not limited to the COUNTY's buildings, site and park design/permitting requirements for design services and road design/intersection design. Any project contracted for feasibility or other study or schematic or preliminary design shall not include the right to extend the CONSULTANT's scope of services to include full design and construction period services; however, the CONSULTANT will not be prohibited from participating in competitive negotiation procurement for such services. CONSULTANT shall be required to provide services related to civil engineering, including but not limited to the following:

1. Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, and other Florida regulatory agencies.

2. Pre-design Development Services to include but not be limited to:

    * Investigations and valuations;
    * Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
    * Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
    * Collecting utilities data such as provider, distribution size, availability and location;
    * Development of preliminary design reports, including outline specifications, preliminary cost estimates, and other components of the design reports;
    * Schematic to design development for site, building projects, and roadway/intersection design; and
    * Any other preliminary engineering for roadway including public meeting support.

3. Detailed Design Services to Meet Applicable Permitting Requirements to include but not be limited to:

    * Furnishing expertise, labor and resources in preparing complete code compliant site civil, landscaping/irrigation, and site electrical drawings for site and/or building projects, resolving detailed problems, selecting equipment and development specifications;
    * Coordinating engineers and/or other design services group;
    * Preparing detailed calculations, design drawings, specifications and contract documents;
    * Preparing or collaborating with others responsible for preparing estimates of the cost of the work;

* Design of roadway, intersection, drainage, sidewalk, guardrail, trail and similar improvements;
* Provide maintenance of traffic plans (MOT);
* Providing prompt assistance and advice to the COUNTY to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
* Prepare permit applications and follow through on submittal (road, drainage and environmental permitting);
* Present/provide public meeting support;
* Provide Inspection and As Build Certifications; and
* Provide Structural Engineering Services for buildings, traffic signal and sign poles, and similar services.

2.3 ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE COUNTY ATTORNEY'S OFFICE PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.

2.4 This Agreement is a continuing contract and shall be effective on the first calendar day of the month succeeding approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated by the COUNTY. The initial Agreement term shall be twelve (12) months, and then the Agreement shall remain in effect until completion of the expressed and/or implied warranty period. Agreement prices shall prevail for the full duration of the Agreement term unless otherwise indicated in this Agreement. Prior to, or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year periods. The CONSULTANT shall maintain, for the entirety of the stated additional periods, the same prices, terms and conditions in this Agreement. Continuation of the Agreement beyond the initial period and any option subsequently exercised is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.5 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.6 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate vendor(s).

2.7 Task orders issued under this Agreement shall not exceed the limits established in Section 287.055, Florida Statutes, for continuing contracts.

2.8 CONSULTANT shall be responsible for obtaining all required federal, state or local permits required to complete the project specific scope of work. Additionally, the CONSULTANT shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the CONSULTANT's work. The CONSULTANT shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the CONSULTANT, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the COUNTY shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

Article 3. Payment

3.1 Payment shall be based upon the hourly billing rates and miscellaneous expense costs set forth in the Hourly Rate Schedule, attached hereto and incorporated herein as **Exhibit A**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The CONSULTANT and COUNTY hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the CONSULTANT's actual time may be more or less than the budgeted hours. If acceptable, the COUNTY shall pay the CONSULTANT only for the total fee agreed upon for each project.

3.2 Invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees. The CONSULTANT shall keep a travel log indicating all dates of travel, purpose, and mileage.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

3.4 CONSULTANT shall submit invoices at the end of each project documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

3.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in **Exhibit A**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and include all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal

government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 4. COUNTY Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance and Bond. CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Advertising Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if any of its employees are injured, it will not hold the COUNTY responsible for any payment or compensation.

Employer's Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineer, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the COUNTY.

Certificates of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800.

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

5.7 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY

BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Truth-in-Negotiation Certificate. For all agreements exceeding $150,000, the firm awarded the agreement must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth-in-Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working

solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:	If to COUNTY:
Duane K. Booth, P.E. Principal 350 North Sinclair Avenue Tavares, FL 32778	County Manager Lake County Administration Building Post Office Box 7800 Tavares, FL 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A Hourly Rate Schedule

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 23rd day of Feb., 2010, and CONSULTANT through its duly authorized representative.

CONSULTANT

Booth, Ern, Straughan & Hiott, Inc.

Name: DUANE K. BOOTH, P.E.

Title: PRESIDENT

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Welton G. Cadwell
Chairman

This 24th day of Feb., 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

EXHIBIT A
HOURLY RATE SCHEDULE

BOOTH, ERN, STRAUGHAN & HIOTT, INC.
HOURLY RATE SCHEDULE
(2009)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	$145.00/HOUR
PROFESSIONAL ENGINEER	$130.00/HOUR
PROJECT ENGINEER	$110.00/HOUR
ENGINEER TECHNICIAN I	$95.00/HOUR
ENGINEER TECHNICIAN II	$75.00/HOUR
SENIOR PLANNER - AICP	$110.00/HOUR
PLANNING TECHNICIAN	$75.00/HOUR
CONSTRUCTION ENGINEER	$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	$145.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	$145.00/HOUR
PROFESSIONAL SURVEYOR	$110.00/HOUR
3 MAN FIELD CREW	$145.00/HOUR
2 MAN FIELD CREW	$125.00/HOUR
CREW UTILIZING GLOBAL POSITIONING SYSTEM	$150.00/HOUR
SURVEY TECHNICIAN I	$95.00/HOUR
SURVEY TECHNICIAN II	$75.00/HOUR
SURVEY TECHNICIAN III	$30.00/HOUR
TITLE RESEARCHER	$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	$145.00/HOUR

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All printing for this project shall be billed out at the following rate schedule:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White
11 x 17.....$1.25
24 x 36.....$2.50

Color Copies
11 x 17.....$2.00
24 x 36.....$6.00

Black & White Copies
8 ½ x 11.....$0.10
8 ½ x 14.....$0.15
11 x 17.....$0.20

Color Copies
8 ½ x 11.....$1.20
8 ½ x 14.....$1.45
11 x 17.....$1.70

Other Printing Services
24 x 36 Vellum.....$9.00
24 x 36 Mylar.....$12.00
24 x 36 Photo Paper, Color..... $36.00
24 x 36 Foam Board.....$20.00

Other Services
Fax.....$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... $10.00
Rebar..... $2.00
Mileage (T/M Projects Only)..... $0.55

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