

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2569

## CONTRACTOR INFORMATION

Name: VHB

Address: 255 E. Robinson St, Ste 300, Landmark Center Two, Orlando, FL 32801  
City State Zip

Contractor's Administrator Name: Paul Yeargain Title: Managing Director

Tel#: (407) 839-4006 Fax: (407) 839-4008 Email: pyeargain@vhb.com

## CONTRACT INFORMATION

Contract Name: William Burgess District Signage & Lighting Concepts Contract Value: \$25,500.00

Brief Description: VHB will assist the Planning Department with creating conceptual signage and lighting design components for the William Burgess Overlay District. Estimated completion time 3 months.

Contract Dates : From: Approval to: TBD Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Professional Services

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>7/12/18</u><br>Date | <u>Planning &amp; Economic Opportunity</u><br>Submitting Department |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>7/12/18</u><br>Date | <u>04247515 / 531025</u><br>Funding Source/Acct # <u>ms 7/12/18</u> |
| 3. | <u>[Signature]</u><br>Office of Management & Budget              | <u>7/12/18</u><br>Date |   |
| 4. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>7/22/18</u><br>Date |   |

Comments: [Signature]

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Shanea D. Jones \_\_\_\_\_ Date \_\_\_\_\_  
Michael Mullin

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

June 11, 2018 | Proposal

**Nassau County**



# William Burgess District Signage and Lighting Concepts

END



## Firm Overview



Founded in  
**1979**

**1,350 passionate professionals**

including engineers, scientists, planners, and designers

**24 offices**  
throughout the east coast



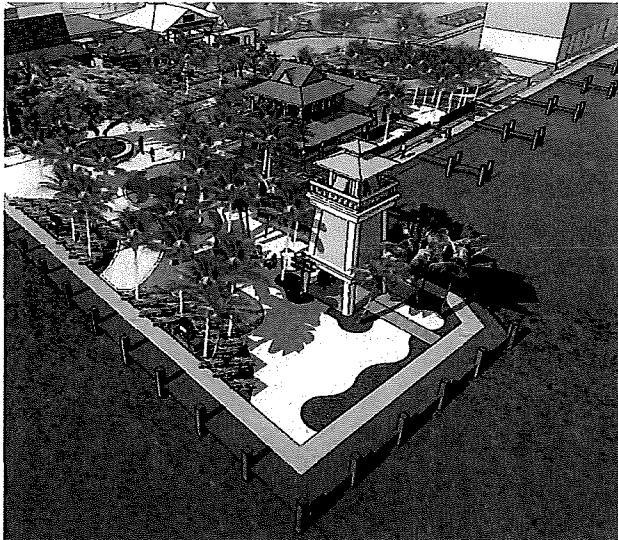
**71<sup>st</sup> on ENR**  
Top US Design Firms List

VHB is a planning and design firm with multiple disciplines within our organization that lets us bring the appropriate technical expertise and talent to creatively define a solution to a client's programming needs. Our firm can provide landscape architecture, transportation planning, comprehensive planning, traffic engineering, civil engineering, stormwater design, and site design services in-house. Having access to a multidisciplinary planning, engineering, and design firm under one roof provides tremendous value for our clients from a project coordination standpoint as well as project cost savings. Our ability to immediately source information, rely upon depth of planning experience, rely upon multiple design experiences, and draw upon a deep construction expertise and permitting assistance throughout the course of any project is what gives us a clear advantage in project delivery.

VHB landscape architects offer an exceptional and diverse range of professional expertise from master planning, site design, land planning, infrastructure planning, historic research, written and illustrated project documents, renderings and graphic presentations to fully computerized construction drawings. VHB landscape architects tailor our design solutions specifically to each client's unique program, budget, and vision. Our approach is to work closely with our clients to deliver solutions that reinforce a community's sense of place and identity through thoughtful design. We use VHB's integrated services approach, drawing upon our in-house technical skills to plan and design each of our projects, resulting in high-quality, enduring landscapes.

Our design goal is to produce site-specific designs, which respond contextually to the local built environment, culturally appropriate themed landscapes, and traditions, while respecting and carefully incorporating the programmatic requirements of the site. During the design process we seek to understand the unique qualities of each project by gathering as much information as possible from the client and design team partners through workshops, questionnaires, and meetings and then using this knowledge toward the development of an appropriate site designs that responds to the needs of the client. The site design of blending the proposed improvements with the physical and cultural themed landscape should also explore the requirements of sustainable and green design.

VHB's landscape architects strive to design a final built product, which is not a liability to future generations due to maintenance or obsolescence and which considers the full range of environmentally sensitive site materials in the form of renewable resources or products which are partly or wholly recycled. Likewise, with the landscape design, we strive to use plant materials with a tolerance to the specific site conditions and maintenance requirements with an emphasis on native and indigenous plant material to help ensure long-term survivability. Our designs also consider the management of water resources and quality by encompassing innovative strategies and solutions for stormwater mitigation which complement the site and landscape.



*Boynton Harbor Marina Village*

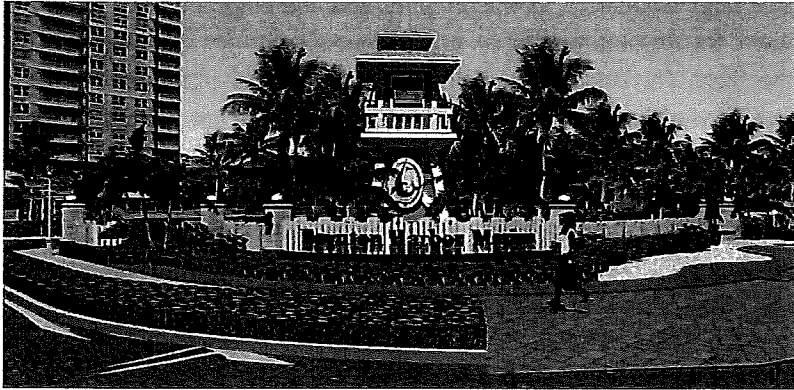


*"...you have done a wonderful job helping us fulfill our vision for the redevelopment of the marina."*

*~Michael Simon, Director, Boynton Beach CRA*

## Project Experience

### Boynton Harbor Marina Village CRA Redevelopment Boynton Beach, FL



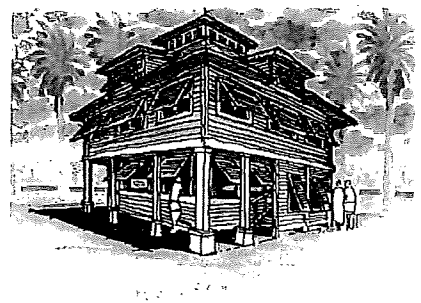
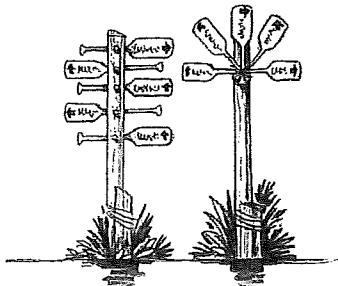
VHB assisted the Boynton Beach Community Redevelopment Agency (CRA) guide redevelopment within their 1,650-acre area. The Boynton Harbor Marina is the eastern anchor to Boynton Beach's downtown core and the continued marine activity provides added economic benefit to the two longstanding waterfront restaurants and retail businesses within the marina area. The Boynton Harbor Marina is one

of the few publicly owned commercial marinas left in Florida, with 19 water activity related businesses and thriving waterfront restaurants. This overall project included the urban revitalization of their downtown area, including landscape architecture of over 35 acres of urban parks and plaza areas, and active pedestrian waterfront recreational area, a commercial marina area, new high density commercial development blocks, numerous restaurants and shopping areas, and over 2,500 new residential units. Quotes from contractors were returned within 10% of the cost estimates VHB provided to Boynton Beach.

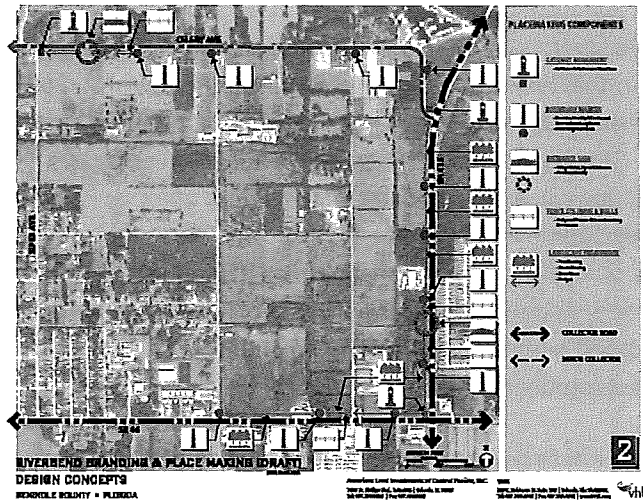
As project prime consultant on the marina redevelopment, VHB provided master planning, landscape architecture, civil engineering, and graphic design services.



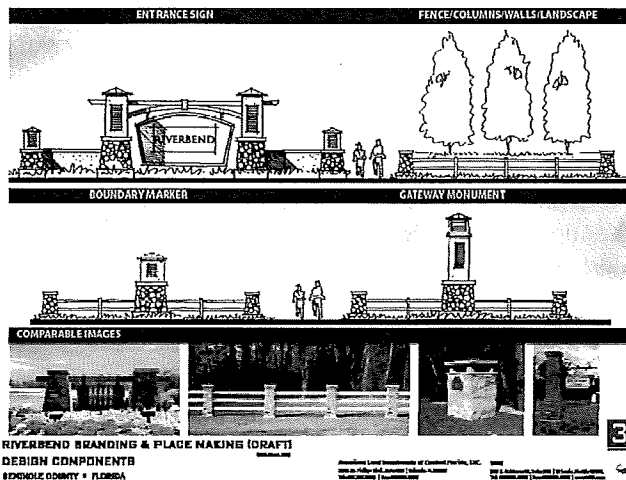
VHB also served as the prime management consultant for architectural and marine engineering for the project. The project began in 2009 and with the completion of the Dock Master Park redevelopment in December 2014, the new facilities have upgraded the look and feel of the entire marina area, creating a "public event destination" on the waterfront that looks and feels like it has always belonged.



## Riverbend Branding & Place Making Seminole County, FL



The Riverbend Community is located near the City of Sanford along the winding St. Johns River in unincorporated eastern Seminole County, Florida. “Riverbend” is between Lake Monroe and Lake Jesup where crops and cattle were historically raised and shipped to market on the river to the Atlantic Ocean in the late 19th century. This area of Seminole County has been and is still known for its quiet natural beauty. Today, the formerly rural lands, orange groves and grazing pastures are transforming into vibrant residential communities and local businesses.



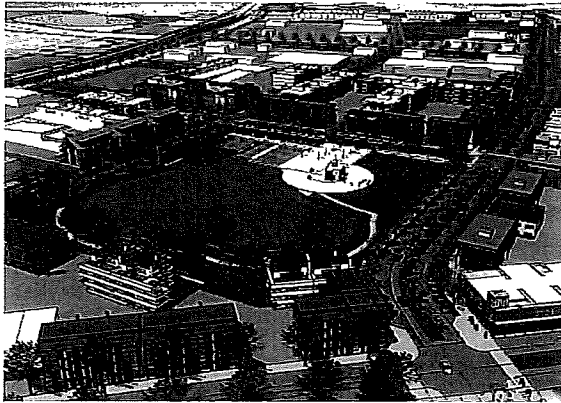
Residents and employees in the Riverbend Community are minutes away to the amenities of the Historic Downtown Sanford’s riverfront and are only half an hour to the Atlantic Beaches. The area is served by an excellent transportation network which includes four lane Lake Mary Boulevard, four lane State Road 415, State Road 46 (four lane under construction) and the tranquil rural Celery Avenue.

The nearby Orlando-Sanford International Airport and its “targeted industry area” with over a billion dollars in economic impact are ready for rapid expansion. Recreational opportunities abound with river activities, preserved natural land parks and the Seminole County Sports Complex in development

nearby. Redevelopment in the area offers an opportunity to recognize the name “Riverbend” as a link to Seminole County’s heritage as well as identify the quality development projects on the horizon.

Creating a pilot program for this distinct locality known as Riverbend is for consideration by the Seminole County Planning Department. This pilot program is a unique opportunity to create an exceptional community district and increase essential tax revenues for the County. The Riverbend identity will be established through a series of collaborative efforts as a public/private partnership. These efforts will be characterized by strong hardscape and landscape branding elements placed in key locations in public Right-of-Way and on private property to convey a sense of place while complementing the natural character of the area. Riverbend’s pilot branding program designation will serve as a catalyst for the future success of the greater Seminole County community.

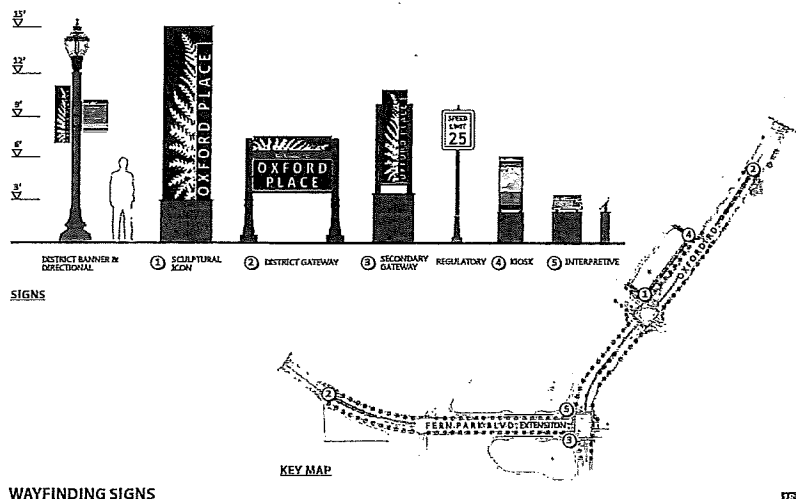
## Oxford Road Corridor Redevelopment/Wayfinding Seminole County, FL



The Seminole County Community Redevelopment Agency (CRA) commissioned VHB to prepare a corridor revitalization study that looks at the existing conditions, such as land use, transportation, open space, and environmental framework. The CRA also asked VHB to complete a market study and facilitate a business owner engagement program to frame the redevelopment strategy for this important regional corridor. One of the most important outcomes of the U.S. 17-92 Corridor Redevelopment Plan was the identification of key “catalyst” sites where investing CRA funds could stimulate redevelopment and reinvestment by the private sector.

VHB identified the Oxford Road Area as one of the most important catalyst sites along the corridor because of its regional attraction to the marketplace, its pivotal position on the transportation network, and its unique opportunity to capitalize on a public/private partnership between Seminole County, the City of Casselberry, the U.S. 17-92 CRA, MetroPlan, and the private development community. Creating a Complete Street concept to promote pedestrian and bicycle safety and mobility on Oxford Road was a key component of the redevelopment plan.

Under our Seminole County continuing services contract, VHB developed an action plan to advance redevelopment of this corridor as an important component of economic development, a critical transportation network link, and a gateway to the various communities along the corridor. The County’s vision is that the redeveloped Oxford Road becomes a “Main Street” for the surrounding neighborhoods. VHB prepared an overlay zoning district to establish the development standards to ensure that the new road is an economic development engine, not simply a thoroughfare.



WAYFINDING SIGNS



Vanasse Hangen Brustlin, Inc.  
 Landmark Center Two  
 Suite 300  
 225 E. Robinson Street  
 Orlando, Florida 32801

Phone: 407.839.4006  
 Fax: 407.839.4008  
 www.vhb.com

Engineers | Scientists | Planners | Designers

## Client Authorization

**New Contract**

**Date** July 10, 2018

**Amendment No.**

**Project No.** 82511.18

**Project Name** William Burgess District Signage and Lighting Concepts

To:	Cost Estimate	Amendment	Contract Total
Mr. Taco E. Pope, AICP Director-Nassau County Dept. of Planning & Economic Opportunity 96161 Nassau Place Yulee, FL 32097	Labor		\$25,500
	Expenses		As incurred
	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Time & Expenses	
	<input type="checkbox"/> Cost + Fixed Fee	<input checked="" type="checkbox"/> Other	

This Agreement is composed of Part I, Part II and Exhibit A. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between Nassau County, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB). Exhibit A is VHB's schedule of Hourly Rates.

### PROJECT DESCRIPTION

VHB will assist the Nassau County Department of Planning & Economic Opportunity with creating conceptual signage and lighting design components for the William Burgess Overlay District (WBD). VHB will work with the planning department staff at the County during the preparation of the concept design package. The County will provide VHB with project background data, district maps, conceptual site plans and other relevant material. County staff will be available to answer questions and provide available project resources.

### SCOPE OF SERVICES

#### 1.0 Signage and Lighting Design Concepts

**1.1 Project Kick-off and Site Visit** – VHB will research zoning, codes and regulations pertaining to the location of signs relative to private and public rights-of-way and assemble available base data provided by the Client. VHB will prepare for and attend an initial project kick-off meeting with the Client to establish the desired project goals, schedule and budget requirement and discuss the overall signage and lighting character for the District and other issues relative to the project. VHB will visit key gateway roadways and intersections to observe existing conditions, surrounding context, and review proposed future conditions that may influence signage locations and design.



**1.2 Preliminary Concept Design Options** – Based on VHB’s understanding of the Client’s project goals and objectives, VHB will prepare overall concept signage and lighting design options for the project area. The design plans will show general design character, scale, and materials of the proposed sign types, pedestrian and vehicular gateway features, along with comparable photos of sign types and light fixture options. This effort will be completed for presentation to the Client. The work product will be provided to the Client in digital format for review.

**1.3 Final Concept Design** – After meeting with the Client, the preferred designs will be revised according to Client comments and input. VHB will update the design concepts incorporating Client review comments for inclusion with final concept design package. The Final Concept Design package will be a hand-drawn and CADD format showing sign elevations and materials to scale, with comparable photos of sign design elements and selection of street light fixtures products provided in digital PDF format.

**Deliverables** – The conceptual signage and lighting deliverable will contain the following parameters:

- Concept design of signage and lighting components will be based on the aesthetic and style of the WBD.
- The overriding intent is to express the aesthetic of the District through the application of a unified signage and lighting program.
- Conceptual design of various general sign types and components that could be found within the district as it evolves, such as but not limited to, ground mounted monument signs, identity/entry features, building/wall signage, sidewalk signs, street signs. These conceptual representations will be represented in elevations and show dimensional criteria. Supplemental precedent photographic images should also be incorporated to help convey the general intent. This project does NOT require engineered construction drawings.
- Sign descriptions and an outline of materials and uses for each general sign type.
- Overall conceptual location plan for primary entry features to the district. Staff has identified plausible locations, as well as the use of roundabouts.
- Overall lighting examples that complement the WBD aesthetic. Lighting examples should be a collection of imagery that demonstrate various types of lighting suitable for various applications. No engineering is required.
- The final delivery of the overall conceptual program shall be in PDF format.
- Native files, and those for renderings, graphic design, art work, elevations, imagery or others, created for or used in the study shall be provided to Nassau County at the completion of the project. Nassau County will have the right to use, amend and modify native files as deemed necessary.

## **2.0 Meetings and Communication**

It is anticipated VHB will attend an initial project kick-off meeting and site visit and up to one additional meeting in Nassau County with the Client. It is also estimated VHB will attend up to three (3) teleconference project review meetings with the Client during the design process.

## **ASSUMPTIONS**

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members as required. The following assumptions are made:

- It is assumed that the Client is responsible for providing background project data as outlined above.
- Development of comprehensive construction cost opinion is not included in this agreement.
- Client will provide information necessary to complete the services outline above, including potential roundabout locations, as available.



**STANDARD TERMS AND CONDITIONS - MODIFIED.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218.70).

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services

and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** The Client acknowledges that all work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of services with respect to the Project. Nevertheless, the final work products prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to VHB. Any reuse by Client or a third person or entity authorized by Client for any extension of the Project or any other Project without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB.

Client acknowledges that VHB and VHB's subconsultants, if any, may include in their design documents typical or standard details, depictions, instructions, systems, processes and specifications regularly issued by VHB and its subconsultants in the ordinary course of their practice (the "Standard Details"). VHB and VHB's subconsultants shall retain all statutory and reserved rights, including copyrights, to the Standard Details. VHB and VHB's subconsultants hereby provide Client with a non-exclusive license to use the Standard Details in connection with the Project.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any



certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or

breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that

## **SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Landscape Architectural or Engineering Construction Documents

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

## **CLIENT FURNISHED INFORMATION**

VHB will rely upon the accuracy and completeness of any Client-furnished information in connection with the performance of services under this Agreement. Client shall provide VHB with project-related technical data as available.

## **SCHEDULE**

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

The scheduled is estimated as one (1) month for completion of the Preliminary Concept Design Options, including the Kickoff Meeting (Tasks 1.1 and 1.2) from notice to proceed. The second meeting in Nassau County to review the Preliminary Concept Design Options is recommended after Task 1.2.

After the Preliminary Concept Design Options are reviewed and VHB has received comments from Nassau County, the selected options will be refined. The Concept Refinement, Final Concept Design, and final deliverables have an estimated completion scheduled of two (2) months.

The overall schedule from the initial notice to proceed until the final deliverables is estimated to be three (3) months.

## **COMPENSATION**

VHB will perform the Scope of Services contained in this Agreement for a lump sum fee of \$25,500, including reimbursable expenses.

**Prepared By:** C. Brown

**Department Approval:** P. Yeargain

---


Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.


Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization (Please sign original and return)**

By   
\_\_\_\_\_  
Paul W. Yeargain, P.E.  
Title Managing Director, Orlando  
\_\_\_\_\_  
Date July 13, 2018  
\_\_\_\_\_

By   
\_\_\_\_\_  
T. POPE FOR T. POPE  
Title ASST DIR, PED DEPT.  
\_\_\_\_\_  
Date 7/20/18  
\_\_\_\_\_



losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT**



**Vanasse Hangen Brustlin, Inc.**

**HOURLY BILLING RATES**

**Effective January 29, 2017**

<b><u>BILLING CODE</u></b>	<b><u>LABOR CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
260	Principal 6	\$350
250	Principal 5	\$325
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$230
200	Technical/Professional 20	\$230
190	Technical/Professional 19	\$220
180	Technical/Professional 18	\$210
170	Technical/Professional 17	\$200
160	Technical/Professional 16	\$190
150	Technical/Professional 15	\$180
140	Technical/Professional 14	\$170
130	Technical/Professional 13	\$160
120	Technical/Professional 12	\$150
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$120
080	Technical/Professional 08	\$110
070	Technical/Professional 07	\$100
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$80
040	Technical/Professional 04	\$70
030	Technical/Professional 03	\$60
020	Technical/Professional 02	\$50
010	Technical/Professional 01	\$40
350	Technical/Support 5	\$80
340	Technical/Support 4	\$70
330	Technical/Support 3	\$60
320	Technical/Support 2	\$50
310	Technical/Support 1	\$40
500	Court Testimony Starts at	\$300

**Reimbursable and sub-consultant expenses are billed at cost plus 10%**