

THIS IS A SAMPLE AGREEMENT AND IS SUBJECT TO CHANGE UPON AWARD.**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND****FOR PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR
Micro Racetrack Road
RSQ # 23-916**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (“COUNTY”), and _____, its successors and assigns (“CONSULTANT”).

WITNESSETH:

WHEREAS, County publicly submitted a Request for Professional Engineering and Design Services for Micro Racetrack Road (RSQ #23-916); 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 set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

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 engineering and design services for Micro Racetrack Road (the “Project”), in accordance with the Scope of Work attached as **Attachment A**. The Project will be funded through a Florida Department of Transportation (“FDOT”) Local Agency Program (“LAP”) Agreement. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to the Project.

2.2 CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified in this Agreement. All services must be completed no later than **{add term}** after the Notice to Proceed is issued, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of COUNTY.

2.3 This Agreement will commence upon the date of the purchase order or related Notice to Proceed from COUNTY and will remain in effect until the Project is completed and accepted by COUNTY’s authorized representative and until completion of any express or implied warranty periods. CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

2.4 CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by COUNTY. CONSULTANT acknowledges that nothing in this Agreement will be deemed to

preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project not exceed the amount of **{Sto be added}**. COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B**.

3.2 CONSULTANT shall submit monthly invoices to County addressed to Lake County Board of County Commissioners, P.O. Box 7800, Tavares, Florida 32778, unless CONSULTANT is notified in writing by COUNTY of a different address and location of COUNTY's office. Each invoice must contain the Request for Statement of Qualifications (RSQ) number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, and other pertinent information.

CONSULTANT may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by CONSULTANT and approved by COUNTY. Payment will be specific rates of compensation based upon the Pricing Scheduled, attached as Attachment B, but not to exceed the amount listed in paragraph 3.1 above. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONSULTANT shall submit a fully documented invoice that provides the basic information set forth above.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 CONSULTANT hereby agrees and acknowledges that this Agreement is funded through a State of Florida, Department of Transportation, Local Agency Program Agreement (LAP), FPN# {to be added}. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

Article 4. COUNTY's 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 Manager.

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

4.3 COUNTY will provide to CONSULTANT all necessary and available data, photos, and documents COUNTY possesses that would be useful to CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall, during the entire duration including any renewals of this Agreement, be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained in this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with Florida law.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the qualifications package will be available to perform the services described in this Agreement for COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of COUNTY. In the event the requested substitute is not satisfactory to COUNTY and the matter cannot be resolved to the satisfaction of COUNTY, COUNTY reserves the right to terminate this Agreement.

5.3 Termination.

A. Termination for Convenience: COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. COUNTY will be liable only for reasonable costs incurred by the vendor prior to notice of termination. COUNTY will be the sole judge of “reasonable costs.”

B. Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, this Agreement will be cancelled and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under this Agreement.

C. Termination for Default: COUNTY reserves the right to terminate this Agreement, in part or in whole, or effect other appropriate remedy in the event CONSULTANT fails to perform in accordance with the terms and conditions stated in this Agreement. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with COUNTY ordinances, resolutions and administrative orders. CONSULTANT will be notified by letter of COUNTY’s intent to terminate. In the event of termination for default, COUNTY may procure the required goods or services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by CONSULTANT.

5.4 Assignment of Agreement. This Agreement may not be assigned or sublet except with the written consent of Lake County’s Procurement Services Director on behalf of COUNTY. No such consent will be construed as making COUNTY a party to the assignment or subcontract or subjecting COUNTY to liability of any kind to any assignee, subconsultant or subcontractor. No

assignment or subcontract will under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify COUNTY immediately. COUNTY may terminate this Agreement in the event the acquiring entity does not meet with COUNTY's approval.

5.5 Insurance. CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to 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 obligations of CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of all certificates of insurance to COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement. Such policies of insurance, and confirming certificates of insurance, must insure CONSULTANT in accordance with the following minimum limits:

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 & Adv. 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
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold County responsible for any payment or compensation.

Employers 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 specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance 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, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

All certificates of insurance must provide for a minimum of thirty (30) days prior written notice to COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

CONSULTANT shall provide a copy of all policy endorsements, reflecting the required coverage, with COUNTY and the Florida Department of Transportation listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

All certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, THE BOARD OF COUNTY COMMISSIONERS, AND FLORIDA
DEPARTMENT OF TRANSPORTATION.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of COUNTY, that coverage will 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 COUNTY.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to CONSULTANT evidencing coverage and terms in accordance with CONSULTANT's requirements. Self-insured retentions are not acceptable.

COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of CONSULTANT or subconsultant 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 this Agreement for default.

Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in CONSULTANT as a business entity, and that no such person will have any such interest at any time during the term of this Agreement unless approved in writing by COUNTY upon consultation with its attorney. The certifications applicable to CONSULTANT, which have

been executed by CONSULTANT, are attached as **Attachment C**. County will consider CONSULTANT in default of this Agreement in the event a conflict of interest on the Project is found to exist.

Neither CONSULTANT nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the CONSULTANT or COUNTY during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the CONSULTANT, the CONSULTANT, with prior approval of FDOT, may waive the prohibition contained in the paragraph provided that any such present member, officer or employee shall not participate in any action by the CONSULTANT or the COUNTY relating to such contract, subcontract or arrangement. CONSULTANT shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the CONSULTANT or of the COUNTY during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the CONSULTANT and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

5.7 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 consultant, supplier or sub-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.

5.8 Indemnity. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless County and the State of Florida, Department of Transportation (“FDOT”), including the FDOT’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of COUNTY’s or FDOT’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by COUNTY to indemnify CONSULTANT for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement

5.9 Independent Contractor. CONSULTANT agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT will 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.

5.10 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees that all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT will be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and deliverables to COUNTY, at COUNTY's expense. 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.

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

5.12 Delays. No claim for damages or any claim other than for an extension of time will be made or asserted against 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, will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. CONSULTANT's sole remedy, if any, against COUNTY will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONSULTANT will 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.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement. Notwithstanding the above, the parties will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.13 Accuracy and Warranty. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections must be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by COUNTY. CONSULTANT agrees that the products and services provided under this Agreement will be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.14 Truth in Negotiation Certificate. By signing this Agreement, CONSULTANT represents that it has executed FDOT's truth in negotiation certification.

5.15 Codes and Regulations. All work completed under this Agreement must conform to all applicable federal, state, and local laws.

5.16 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 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 or resulting from the award or making of this Agreement.

5.17 Public Records/Copyrights.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by CONSULTANT for or on behalf of COUNTY will be the property of COUNTY and will be turned over to COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of County are public records available for inspection by any person even if the file or paper resides in CONSULTANT's office or facility. CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, and in accordance with any grant requirements, whichever is longer. Prior to the completion of the Project or termination of this Agreement, CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name, mailing address, and telephone number to COUNTY.

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

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.
2. CONSULTANT shall retain all records pertaining to this Agreement for five (5) complete calendar years following expiration of the Agreement.
3. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to COUNTY.
5. Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by

COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT P.O. BOX 7800, TAVARES, FL 32778, 352-343-9839, OR {will be added}

5.18 Right to Audit. County reserves the right to require CONSULTANT to submit to an audit, by any auditor of 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 County for five (5) complete calendar years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by County to ensure compliance with applicable accounting and financial standards.

If CONSULTANT provides technology services, CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by County. The SOC reports must be full Type II reports that include CONSULTANT's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of County's audit must be reimbursed to County by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of County's audit findings to CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by CONSULTANT in performance of any work under this Agreement.

5.19 FDOT Inspections. CONSULTANT shall provide all information and reports required by any regulations or directives issued pursuant to those regulations, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation

Administration, or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information. If FDOT unilaterally cancels the LAP Agreement between FDOT and COUNTY for refusal of CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, COUNTY will have the right to unilaterally terminate this Agreement for cause. COUNTY reserves all legal rights and remedies to recover from CONSULTANT any funds paid under this Agreement that are not reimbursed through the LAP Agreement if COUNTY exercises its termination rights under this Agreement.

5.20 Terms for Federal-Aid Contracts. CONSULTANT acknowledges that this Agreement will be furnished to COUNTY, FDOT, and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil. CONSULTANT shall comply with the Local Agency Program Federal-Aid Terms for Professional Services Contracts (375-040-84), a copy of which is attached hereto as **Attachment D** and incorporated herein, as a part of this Agreement.

5.21 Drug-Free Workplace. CONSULTANT certifies that it has and will provide a drug-free workplace program throughout the duration of providing services under this Agreement, as defined in Section 287.087, Florida Statutes.

5.22 Public Evaluation. At the end of the contract period, the parties agree that COUNTY will evaluate CONSULTANT's performance. This evaluation will consist of a meeting with CONSULTANT's authorized representative and the Lake County Public Works Department Director or designee and a review of the Project file done at the completion of the Project to determine whether the Project was completed by CONSULTANT, and any subconsultants, in accordance with this Agreement and the services completed to the satisfaction of COUNTY. This evaluation will become public record.

5.23 E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors or subconsultants performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors or subconsultants utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors or subconsultants during the term of the contract.

5.24 LAP Agreement. CONSULTANT acknowledges this Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") and that a LAP Agreement will/has been entered between FDOT and COUNTY. CONSULTANT may request that a copy of LAP Agreement from COUNTY.

5.25 Certification Regarding Scrutinized Companies Lists. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed

on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONSULTANT further understands that any contract with COUNTY for goods or services of \$1 million or more may be terminated at the option of COUNTY if CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects will 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 will lie in Lake County, Florida and trial will be non-jury.

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 of this Agreement.

6.4 This Agreement will be binding upon and will 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.

6.6 The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. COUNTY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

6.8 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services under this Agreement. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subconsultants will be subject to advance review by COUNTY in terms of competency and security concerns. No change in subconsultants may be made without consent of COUNTY. CONSULTANT will be responsible for all insurance, permits, licenses and related matters for any and all subconsultants. COUNTY may require CONSULTANT to provide any of the subconsultant's insurance certificates required by the work to be performed.

6.9 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will 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 must be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT

If to COUNTY:

County Manager
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party, 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 to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Work
Attachment B	Pricing Schedule {will be added}
Attachment C	Certifications {will be added}
Attachment D	Local Agency Program Federal-Aid Terms

IN WITNESS WHEREOF, the parties 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 Chair and by CONSULTANT through its duly authorized representative.

{Signature blocks to be added}

MICRO RACETRACK ROAD SAFETY DESIGN SERVICES**1. BACKGROUND**

- 1.1. The design of the Micro Racetrack Road Project (Project) located in Lake County, Florida, is funded under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 447410-1-38-01.
- 1.2. Project consists of the design services for safety improvements along Micro Racetrack Road from CR 466A to Lake Ella Road, approximately 1.74 miles in length. Design will include 8-foot shoulders (4-foot minimum paved) with safety edge and profiled thermoplastics along both sides of the roadway and resurfacing 12-foot travel lanes along the corridor. Additional improvements along the corridor include signage, pavement markings and applicable drainage modifications and analysis. Utility coordination is required. Consultant shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. Consultant shall not be responsible for filling out the actual form. FDOT will prepare the checklist using the supplied information. All principal investigators for the archaeological, historical and architectural sections of the Type 1 CE shall meet the minimum requirements stated in Florida Administrative Code (Chapter 1A-46 and the Code of Federal Regulations, 36 C.F.R 61.
- 1.3. Surveying including topographic, above and below ground utilities, and right of way will be required. Consultant will be required to coordinate with County on plan review, as Project is being funded by FDOT LAP agreement. Consultant shall prepare Division II and III specifications, and County will prepare Division I specifications and the bid documents based on FDOT standard Specifications and FDOT Design manual.

2. DEFINITIONS

The following terms or pronouns used in place of them, will have the following meanings:

- 2.1. Addendum – A modification, revision or clarification of this RSQ.
- 2.2. BCC Board of County Commissioners - The governing board for Lake County, Florida.
- 2.3. Consultant – The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for County, other than County personnel. The awarded respondent.
- 2.4. County – Lake County, Florida
- 2.5. CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055
- 2.6. FDOT - Florida Department of Transportation
- 2.7. FHWA – Federal Highway Administration
- 2.8. LAP - Local Agency Program
- 2.9. RSQ – Request for Proposal – A formal solicitation inviting proposals from qualified firms.
- 2.10. Response - The information package submitted by qualified firms.
- 2.11. Respondent, Consultant, Firm, You and Your - Consultant, person, firm, or corporation who submits a response.
- 2.12. Shall, Must or Will – Indicates a mandatory requirement or condition, the material deviation from which will not be waived by County.

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- 2.13. Should or May - Are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package but may be a factor considered in the overall evaluation process.

3. GENERAL REQUIREMENTS

- 3.1. Consultant shall refer to County's "Expected Deliverable Guidelines" for additional expectations for completion of project milestones and deliverables.
- 3.2. Consultant shall prepare a project schedule and present to County at the project kickoff meeting.
- 3.3. Consultant shall create and prepare project deliverable Cad files utilizing AutoCAD. Microstation files converted to AutoCAD shall not be acceptable.
- 3.4. Consultant shall schedule, conduct, and present all public meetings according to the approved public meeting scope and public meeting checklist.
- 3.5. Consultant shall advertise and notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.
- 3.6. Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of County, telephone conference calls may substitute for face-to-face meetings.

4. SURVEY REQUIREMENTS

- 4.1. Consultant shall prepare the Record Survey under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. Survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes".
- 4.2. Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.
- 4.3. Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, and 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent, redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.
- 4.4. Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.
- 4.5. Prior to beginning survey, Consultant will request a copy of a Right of Way package from County Right of Way Supervisor. This package will include all the right of way information available in the County Public Works Department.
- 4.6. Consultant shall recover monumentation along existing right of way lines according to all available recorded Public Records. Establish, recover, or re-establish project alignment. Also

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includes analysis and processing of all field collected data, existing maps, and/or reports for identifying existing right of way lines per County maps, platted or dedicated rights of way. Survey shall show existing recorded right of way with recording information for the dedication document clearly identified (deed, plat, court order, or recorded maintenance or right of way maps). This information shall include intersecting side street right of way shown on the survey. All other evidence of right of way that is shown on the survey shall be shown in different line type, with the source clearly identified (i.e. property line per deed, State Road Department (SRD)/FDOT monument found, RW per unrecorded plat, recorded plat, etc.)

- 4.7. Consultant shall file Certified Corner Records (CCR) to Florida Department of Environmental Protection unless one already exists in the state database. Included shall be Section Corners, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.
- 4.8. Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County.
- 4.9. Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by County Public Works / Engineering / Right of Way Section.
- 4.10. Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.
- 4.11. Consultant shall detail existing underground storm water and sanitary sewer structures including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.
- 4.12. Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.
- 4.13. Contractors and subcontractors must have capability to work from plans in AutoCAD format. County does not provide hard copy detailed plans for the purpose of survey stakeout.
- 4.14. The Final signed and sealed survey shall be provided to the Project Manager for review by County. Upon approval, three (3) signed and sealed copies of the survey, along with an electronic file in appropriate format shall be provided to the Project Manager for distribution to County.

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5. RIGHT OF WAY PLAN REQUIREMENTS**5.1. Right of Way Mapping (Right of Way Identification Maps)**

5.1.1. Consultant shall prepare a Right of Way I.D. Map for the entire project area at a scale not to exceed 1" = 40' (1" = 40' or larger). The sheet view set up on detail sheets shall include only 2 match lines per page (with exceptions at the intersections), and only one alignment per sheet, with view being aligned with the direction of the road, trail or sidewalk. No Text below .10 times (x) the map scale. County prefers the stationing shown on the RW ID Maps match the stationing shown on design plans. Situations where not possible should be discussed with the County Survey Manager. Pond site detail sheet should be provided at the end of the map/survey. RW ID Maps shall also include the following:

5.1.1.1. Key Map, not to exceed 1" = 400', which provides full coverage of the project area and assists in defining the overall project limits.

5.1.1.2. Table of Ownership, which provides present ownership and recording information in tabular form, on a separate tabulation sheet at the end of the map. The minimum parcel data required shall include parcel identification numbers or alternate key numbers; the sheet numbers on which each parcel appears; names of property owners; area of acquisition; interest of acquisition (RW- right of way; WRA-water retention area; PE-perpetual grading drainage and utility easement; DE-drainage easements; TCE-temporary construction easements; RE-right of entry agreement. Other interest types may be identified for project, and should be coordinated with the RW Supervisor and Project Manager.

5.1.1.3. Section & ¼ section lines should be shown and labeled within scope.

5.1.2. All survey work shall be prepared under the direction and supervision of a Professional Surveyor and Mapper, licensed in the State of Florida. Survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida state Statutes. Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired, including: RW – (Fee simple); WRA (Water Retention Areas); PE (Permanent Grading Drainage and Utility Easements); DE (Drainage Easements); TCE (Temporary Construction Easements); RE (Right of Entry Agreements). Consultant shall submit 60%, 90%, and 100% progress review submittals of the Right of Way I.D. Maps on D size (24" x 36") format in landscape view. Electronic copies of AutoCAD files (in format approved by Project Engineer) shall be submitted with final signed and sealed Right of Way I.D. Maps.

5.1.3. Sufficient control data shall be shown on the final Right of Way Identification Map to allow for preparation of legal descriptions and parcel sketches for individual parcels with no additional field information needed.

5.1.4. Consultant shall update and modify legal descriptions and parcel sketches, Right of Way I.D. Maps as needed until final 100% submittal.

5.2. Review of Title Work

5.2.1. Consultant shall be responsible for all title work needed to provide an accurate Project Survey and Right of Way Identification Maps. Prior to initiating any title searches,

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Consultant shall meet with the County Right of Way Supervisor to discuss title search parameters, and for approval of the title search company that will be used. Consultant shall provide the Right of Way Supervisor with a copy of the title work, and associated documents. Cost for each search should be included in the project scope.

- 5.2.2. Consultant shall also review supplemental surveys and investigations performed by Consultant and/or other record information. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right of Way I.D. Map and parcel sketches.

5.3. Legal Descriptions and Parcel Sketches (If Required)

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel, if requested as part of the project scope. All legal descriptions and sketches must reference the signed and sealed project Survey and must include the square footage and acreage for each parcel being acquired. A draft of each legal description and parcel sketch shall be submitted prior to the 90% right of way maps, if required. If any parcels are added or modified prior to the 100% right of way map submittal, Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the Right of Way I.D. Map showing the modifications. The signed and sealed final legal descriptions and parcels sketches shall be submitted upon request by County for use in parcel acquisitions, but not later than with the submittal of the final signed and sealed Right of Way I.D. Maps.

5.4. Right of Way Surveys, Alignment and Monumentation

Consultant shall have a licensed Professional Surveyor and Mapper monument the centerline of construction/survey at stations that are not more than 600 feet apart and at all P.C's, P.T.'s, side street intersections, and changes in direction. Stationing shall be shown on the Right of Way I.D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings shall be provided at all side streets to 150 ft. beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerline of construction/survey shall be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C's and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final Right of Way I.D. Maps/miscellaneous surveys. Map dimensions shall be shown in U.S. feet.

6. PLAN DELIVERABLES

6.1. Expected Plan sheet Divisions:

<u>NO.</u>	<u>DESCRIPTION</u>
1	COVER / KEY SHEET
2	DRAINAGE MAP
3-4	TYPICAL SECTIONS
5-6	GENERAL NOTES
7-8	PROJECT LAYOUT
9-10	REFERENCE POINTS / CONTROL

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11-12	ROADWAY PLAN
13-14	ROADWAY PROFILE
15-16	SPECIAL PROFILES
17-18	DRIVEWAY DETAILS
19-20	DRAINAGE STRUCTURE DATA
21-22	CROSS SECTION PATTERN
23-24	CROSS SECTIONS
25-26	SIGNING AND MARKING PLAN
27-28	STORMWATER POLLUTION PREVENTION PLAN
29-30	EROSIONS CONTROL PLAN
31-32	TRAFFIC CONTROL PLAN
33-34	UTILITY ADJUSTMENT PLAN
35-36	SIGNALIZATION PLAN
37-38	GEOTECHNICAL PLAN

6.2. General Plan sheet requirements:

6.2.1. Plan production (e.g., size and scale) are to be provided in accordance with the FDOT Design Manual.

6.2.1.1. Post Designs Services are not included or required.

6.2.2. Plans shall be printed to standard scale to size B (11"x17").

6.2.3. Plotting scales should typically be provided as follows:

6.2.3.1. Plan & Profile – horizontal scale of 1" = 40', vertical scale should typically be 10% of horizontal scale.

6.2.3.2. Roadway Cross Sections – horizontal scale of 1" = 20', but not smaller than 1" = 40', vertical scale should be 50% of horizontal scale.

6.2.3.3. Drainage Structure Sections – horizontal scale of 1" = 10', vertical scale 50% of horizontal scale

6.2.3.4. Signage & Marking – plot to scale such that details are clear and legible, but not smaller than 1" = 100'.

6.2.4. Plan & Profiles should typically be provided on the same sheet (i.e., plan over profile) unless right-of-way width or change in vertical elevation is too great, then separate plan and profile sheets will be acceptable.

6.3. Deliverables at the 30% design submittal level:

6.3.1. Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by County.

6.3.2. A letter from Consultant to County Project Manager listing all permits that will be required for the project and what agency the permit will be sought from.

6.3.3. Consultant will complete an initial threatened and endangered species survey and present a copy of the results to County Project Manager.

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- 6.3.4. Consultant will complete a phase one environmental survey (if applicable) and submit results to County Project Manager.
- 6.3.5. Consultant will complete a planned storm water and initial pond siting report and submit to County Project Manager for review.
- 6.3.6. Submitted plans will include “line and grade” plan view and:
 - 6.3.6.1. Exceed the construction boundaries by 300 feet running longitudinally with the travelway and show existing conditions.
 - 6.3.6.2. Include a cover page acceptable to County Project Manager.
 - 6.3.6.3. Include County typical sections.
 - 6.3.6.4. Include County general notes pages.
 - 6.3.6.5. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.
 - 6.3.6.6. Show stationing with beginning and ending project station limits.
 - 6.3.6.7. Show existing pavement striping (on additional sheet if needed for legibility).
 - 6.3.6.8. Show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc.).
 - 6.3.6.9. Show proposed edge of pavement and preliminary proposed right-of-way on plans.
 - 6.3.6.10. Show pond locations relative to roadways on plans.
 - 6.3.6.11. Signal plans are to be initiated with proposed Pole locations and ROW impacts provided on plans for review.
- 6.3.7. Submittal will include three (3) sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy of submitted plans in pdf format, and an electronic file in an AutoCAD format identified by County of the submitted plans.
- 6.4. Deliverables at the 60% design submittal level:
 - 6.4.1. A copy of the transmittals for the utility companies notified within the limits of the project for “red – brown – green” markups. All utilities within the project limits shall be notified.
 - 6.4.2. A copy of all permit plans, permit package (including calculations if necessary) that will be submitted to required permitting agencies, or copy of a letter of request for exemption from needing a permit that will be sent to the permitting agency.
 - 6.4.3. Three copies of the preliminary Right of Way I.D. Maps showing existing and proposed right of way is to be provided. The existing right of way shown on the Right of Way ID Map shall include the recorded right of way, including the recording information for all public rights of ways and easements, and any other RW as approved by the County Engineering Director or his designee.
 - 6.4.4. Two (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format in submitted CD.

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- 6.4.5. Submitted plans shall include the elements identified for a ‘Phase I’ submittal as defined in the FDOT Design Manual, Vol 2, section 2.3.2.1 for the Drainage Map, Typical Sections, Project Layout, Plan and Profile, and Cross Sections sheets and include all items listed under the 30% submittal and:
 - 6.4.5.1. All corrections made to the 30% reviewed plans addressing the comments made by County Project Manager.
 - 6.4.5.2. Failure to make corrections to the 30% plans as identified by County Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.
 - 6.4.5.3. Any problem areas that may exist with utilities noted on the plans.
 - 6.4.5.4. Plan views, profile views, and cross section views (interval to be set by County Project Manager).
 - 6.4.5.5. Show proposed stormwater management system.
 - 6.4.5.6. Show the relevant Geotechnical information on the plans.
 - 6.4.5.7. Show approximate location of listed species and/or environmental impacts.
 - 6.4.5.8. Provide preliminary signal plans.
- 6.4.6. Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by County of the project and submitted plans.
- 6.4.7. Submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist.
- 6.5. Submittal to include Construction/Engineer cost estimates.
- 6.6. Deliverables at the 90% design submittal level:
 - 6.6.1. A copy of all needed permits for the project approved by the permitting agency with an electronic copy in pdf format provided on the submittal CD.
 - 6.6.2. A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.
 - 6.6.3. An electronic copy (AutoCAD, pdf, etc.) of the 60% plan submittal “red – brown – green” markups from all utilities within the limits of the project shall be included on the submittal CD.
 - 6.6.4. Copies of any correspondence between a utility and Consultant shall be provided to County Project Manager with an electronic copy in pdf format provided on the submittal CD.
 - 6.6.5. Submitted plans shall include the elements identified for a ‘Phase II’ submittal as defined in the FDOT Design Manual, Vol 2, section 2.3.2.2 for the Drainage Map, Typical Sections, Project Layout, Plan and Profile, Cross Sections, Retention/Detention Pond details, Signing and Pavement Marking Plans sheets and include all items listed under the 60% submittal and:

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- 6.6.5.1. All corrections made to the 60% reviewed plans addressing the comments made by County Project Manager.
- 6.6.5.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups).
- 6.6.5.3. Failure to make corrections to the 60% plans as identified by County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.
- 6.6.5.4. Proposed signing and pavement marking plans.
- 6.6.5.5. Signalization plans provided in accordance with the FDOT Design Manual.
- 6.6.6. Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.
- 6.6.7. Three (3) copies of the final Right of Way I.D. Maps showing existing and proposed right of way is to be provided addressing the comments made by County Project Manager.
- 6.6.8. Three (3) copies of the preliminary legal descriptions and sketches (L&S) for proposed RW, easements and TCE. L&S for right of entry areas should be discussed with the RW Supervisor before preparation.
- 6.6.9. Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by County of the project and submitted plans
- 6.6.10. Submittal to include updated Construction/Engineer cost estimates.
- 6.6.11. Submittal to include contract duration calculation and schedule.
- 6.7. Deliverables at the 100% design submittal level:
 - 6.7.1. Submitted plans will include all items listed under the 90% submittal and:
 - 6.7.1.1. All corrections made to the 90% reviewed plans addressing the comments made by County Project Manager.
 - 6.7.1.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any).
 - 6.7.2. Three (3) copies Signed & Sealed of the Final Right of Way I.D. Maps showing existing and proposed right of way and addressing comments made by County Project Manager with an electronic copy in pdf format provided on the submittal CD.
 - 6.7.3. Three (3) copies Signed & Sealed of the Final legal descriptions and sketches of proposed right of way and easements, addressing comments made by County Project Manager with an electronic copy in pdf format provided on the submittal CD.
 - 6.7.4. Submittal will include three (3) sets of review plans (11” x 17” paper to proper legible scale) and a CD in AutoCAD format of the submitted plans
 - 6.7.5. Submittal to include updated Construction/Engineer cost estimates.
- 6.8. Deliverables at the Final submittal level:
 - 6.8.1. Two (2) copies each of all permits with pdf copy provided on submittal CD.

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- 6.8.2. Two (2) copies each of any agency permit exemption letter with pdf copy provided on submittal CD.
- 6.8.3. Two (2) copies of any geotechnical reports with pdf copy all on submittal CD.
- 6.8.4. Two (2) copies of any environmental reports with pdf copy all on submittal CD.
- 6.8.5. Three (3) signed and sealed project plan record sets.
- 6.8.6. Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.
- 6.8.7. One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal CD.
- 6.8.8. Provide (1) GIS-ready electronic file (shapefile or file geodatabase) and (1) KMZ file on submittal CD.

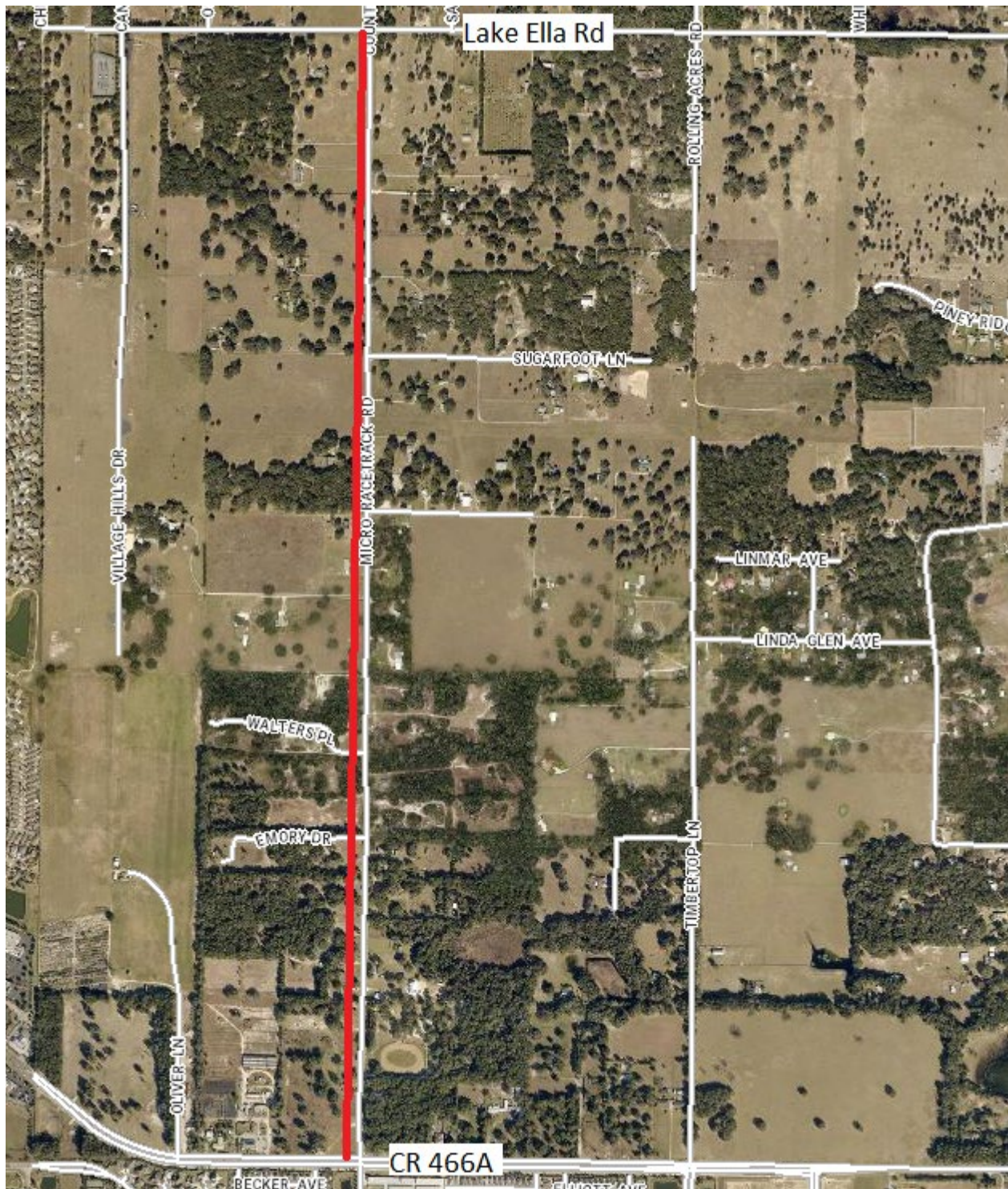
7. INVOICE REQUIREMENTS

- 7.1. Consultant is free to submit required deliverable items before the listed submittal percentage level with the approval of County Project Manager
- 7.2. Design submittals will not be considered complete until all items listed under the appropriate design submittal level are delivered and approved by County
- 7.3. Invoices will be put thru for payment by County Project Manager only when County is in possession of all deliverables for the relevant submittal.
- 7.4. Advancement to the next design submittal level shall not take place until the previous submittal is approved by County and considered complete.

8. DESIGN AREA LOCATION

[see next page]

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ATTACHMENT B – PRICING SCHEDULE

[to be added]

ATTACHMENT C – CERTIFICATIONS

[to be added]

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS375-040-84
PROGRAM MANAGEMENT
5/22
Page 1 of 3**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.