

**ENGINEERING & DESIGN SERVICES FOR
CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENT**

RSQ # 24-934



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

Solicitation Number: 24-934
**Solicitation Title: ENGINEERING & DESIGN SERVICES FOR
CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENT**

Pre-Solicitation Conference: **n/a**

Last Day to Ask Questions: **06/20/2024**

CLOSING DATE: **07/10/2024**

CLOSING TIME: **3:00 P.M. Eastern**

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

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1. PURPOSE OF REQUEST SOLICITATION

Pursuant to Florida Statute 287.055 the Consultant's Competitive Negotiation Act (CCNA), in accordance with 40 USC 1101-1104 (Brooks Act), the County is soliciting responses from qualified firms to provide professional engineering and design services for safety improvements along **CR 44 FROM US 441 TO SR 19** for Lake County, Florida. This project is funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP) FPN# 453449-1-38-01. This solicitation is officially posted on the County's website exclusively.

2. EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – General Terms and Conditions for Lake County Florida dated 5/6/21

Exhibit D – Local Agency Program Federal-Aid Terms for Professional Services Contracts -
FDOT Form 375-040-84

Exhibit E – Sample Agreement

3. ATTACHMENTS

Attachment 1 – Submittal Form

Attachment 2 – Professional Services Commitment Form – FDOT 375-030-83

Attachment 3 – Similar Projects Form

Attachment 4 – Conflict of Interest/Confidentiality Certification for Consultant/Contractor
/Technical Advisors – FDOT Form 375-030-50

Attachment 5 – Truth in Negotiation Certification – FDOT Form 375-030-30

Attachment 6 – Public Entity Crimes Statement

Attachment 7 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – FDOT Form 375-030-32

Attachment 8 – Certification for Disclosure of Lobbying for Federal-Aid Contracts – FDOT Form
375-030-33

Attachment 9 – Disclosure of Lobbying Activities – FDOT Form 375-030-34

Attachment 10 – Drug Free Workplace Program Certification

Attachment 11 – Affidavit Contracting with Foreign Countries of Concern

4. POINT OF CONTACT

Direct all inquiries to the Contracting Officer (official point of contact) listed:

Bill Ponko, CPPO, CPPB, Senior Contracting Officer

Telephone: 352-343-9839

E-mail: Bill.Ponko@LakeCountyFL.gov

5. PRE-PROPOSAL CONFERENCE

N/A

6. QUESTIONS, EXCEPTIONS, AND ADDENDA

6.1. Vendors must examine all solicitation content including the General Terms and Conditions for Lake County Florida.

6.2. All communication, inquiries, or requests for exceptions shall be directed to the Contracting Officer listed in Section 4.

6.3. The last day for questions or requests for exceptions is **06/20/2024**.

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- 6.3.1. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation.
- 6.4. No responses to questions submitted will be binding unless released in writing as an addendum to the solicitation and posted on the [Formal Solicitations site \(lakecountyfl.gov\)](http://lakecountyfl.gov) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.
- 6.5. Vendors are responsible to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent submissions from being considered for award. The solicitation due date is static unless notified via addendum.
- 6.6. Process or procedure questions may be asked of the Contracting Officer at any time.

7. ANTICIPATED PROCUREMENT SCHEDULE – SUBJECT TO CHANGE

- May 30, 2024.....Solicitation Issue and Advertisement Date
- July 10, 2024.....Responses due in Procurement
- August 21, 2024.....Public Selection Committee Meeting (shortlist to at least 3 firms)
- September 25, 2024.....Discussions with shortlisted vendors and final rankings
- November 14, 2024..... County begins negotiations
- February 18, 2025... Contract to Board of County Commissioners for approval

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

FDOT and County encourage DBE firms to compete for professional services projects and encourages non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however, the FDOT has an overall 10.67 % goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Vendors are required to indicate their intention regarding DBE participation in Attachment 2 – Professional Services Commitment Form and to submit that statement with the Proposal.

9. METHOD OF AWARD

Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria in order of importance:

- A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- B. The greatest benefits to Lake County as it pertains to: (Responsible)

- 9.1. A Selection Committee (SC) consisting of at least three (3) members will be appointed to review and evaluate responses. Procurement Services will schedule, advertise, and manage all associated SC meetings in strict consonance with County established procedures.
- 9.2. SC Members will receive: the solicitation, the weighted evaluation criteria scoring sheet based on the information detailed below, and the responses received. SC will individually read and review each response prior to the initial publicly advertised SC Meeting. SC will then review and discuss each response and complete own individual scoring sheet based on the criteria and weights stated below at meeting completion.

Method of Evaluation for Shortlisting Firms:

Criteria	Weight/Potential Points
Professional qualifications necessary for satisfactory performance. <ul style="list-style-type: none"> • Project manager and key members are qualified to perform the work categories 	20

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<ul style="list-style-type: none"> on the project. • Vendor’s knowledge of standards and procedures. • Project Team identified and experienced in projects of this nature and size. 	
<p>Specialized experience and technical competence in the type of work required.</p> <ul style="list-style-type: none"> • Vendor has provided comparable projects they have been involved with. 	15
<p>Past projects listed on contracts with government agencies and private industry.</p> <ul style="list-style-type: none"> • Project Lists shows similar projects and capabilities to perform for this work. 	15
<p>Capacity to accomplish the work within proposed completion schedule.</p> <ul style="list-style-type: none"> • Vendor has adequate staff for this project. 	10
<p>Understanding of the project.</p> <ul style="list-style-type: none"> • Vendor has demonstrated understanding of key elements of the project. • Vendor has provided comparable projects they have been involved with. • Vendor is familiar with the recommendations of the PD& E Study. 	20
<p>Approach to the project</p> <ul style="list-style-type: none"> • Vendor has recognized and identified special circumstances on the project. • Vendor has provided logical approach to tasks and issues of the project. 	20

9.3. Scoring will be totaled by Procurement. Scores of SC will be tallied individually for each Vendor. SC scores will be converted to a ranking number for each Vendor with 1 being the highest rank, 2 the second, and so on. Rankings will be summed for a total for each Vendor. Vendor with the lowest score (highest rating) will be ranked first, the Vendor receiving the next lowest score will be ranked second, and so on until all Vendors have received a final ranking score. Tie scores are allowed. At least three (3) vendors will be short-listed via this process.

9.4. Procurement will schedule and advertise a second SC meeting and coordinate the meeting date and time with the shortlisted vendors. Meeting will provide each shortlisted vendors twenty (20) minutes to present information, with the focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking”, followed by a ten (10) minute question and answer period. Vendor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show. Each of the shortlisted vendors may have no more than three (3) people participating in this meeting.

Method of Evaluation for Final Ranking:

Criteria	Weight/Potential Points
<p>Professional qualifications necessary for satisfactory performance.</p> <ul style="list-style-type: none"> • Project manager and key members are qualified to perform the work categories on the project. • Vendor’s knowledge of standards and procedures. 	30
<p>Specialized experience and technical competence in the type of work required.</p> <ul style="list-style-type: none"> • Vendor has provided comparable projects they have been involved with. 	10
<p>The capacity to accomplish the work in their proposed completion schedule.</p> <ul style="list-style-type: none"> • Vendor shall advise if there are any changes in the proposed staff for this project since their initial response. • Vendor shall confirm that their current workload is capable of meeting their 	10

proposed completion schedule for this project.	
Understanding of the project. <ul style="list-style-type: none"> • Vendor has demonstrated understanding of key elements of the project. • Vendor has provided comparable projects they have been involved with. 	15
Approach to the project <ul style="list-style-type: none"> • Vendor has recognized and identified special circumstances on the project • Vendor has provided logical approach to tasks and issues of the project. 	25
Quality of the Interview <ul style="list-style-type: none"> • Interview was clear and concise • Questions were appropriately answered by Vendor. 	10

9.5. Following shortlisted vendors presentations, SC will complete the scoring forms with Procurement totaling scores. Scoring for this phase will not be combined with the previous phase. SC scores will be tallied individually for each vendor. SC scores will be converted to a ranking number for each Vendor with 1 being the highest ranked, 2 the second, and so on. Rankings will be summed for a total for each Vendor. Vendor with the lowest score (highest rating) will be ranked first, Vendor receiving the next lowest score will be ranked second, and so on until all Vendors have received a final ranking score. If a tie occurs, the individual raw scores of each SC member will be totaled, one criterion at a time, beginning with the highest weighted criterion. Vendor with the higher/highest total raw score for the highest weighted criterion will be ranked ahead of the remaining tied vendors. If the total raw scores for the highest weighted criterion results in a tie, the criterion for the next highest weighted criterion’s raw scores will be added, continuing with the remaining criterion in order of descending weights, until the tie is broken. Procurement will submit the final ranking information to FDOT for review and issuance of a notice to proceed with negotiations.

9.6. Contract Negotiations

Procurement Services will schedule contract negotiations with Vendor achieving the highest score during the second SC meeting. If no tentative pricing agreement can be reached with that vendor, then negotiations will terminate with that vendor and move on to the second highest ranked firm and so on throughout the “shortlist”, never returning to a previously terminated firm.

Procurement Services will send a copy of the final negotiated contract to FDOT for approval. Upon approval from FDOT of the negotiated contract, a recommendation will be submitted to the Board of County Commissioners for award of the contract.

9.7. County reserves the right to reject any and all offers or waive any minor irregularity or technicality in Proposals received.

9.8. Proposals received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors’ names will be read aloud and recorded. Proposals will be available for inspection during normal business hours from the Office of Procurement Services thirty (30) calendar days after the solicitation due date or after recommendation of award, whichever occurs first.

10. DELIVERY AND SUBMITTAL REQUIREMENTS

10.1. Hand delivery of submittals will not be accepted.

10.2. RESPONSES MUST BE SUBMITTED THROUGH THE SOLICITATION RESPONSE PORTAL TO BE CONSIDERED – [Click Here for the Submission Portal.](#)

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- 10.3. A response will not be accepted if completed and submitted after the official due date and time.
- 10.4. Submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without County permission. All information must be legible.
- 10.5. Submittal must be organized into the following major sections. Create and upload a file for each section:

10.5.1. Vendor Profile

- Completed Attachment 1 – Submittal Form
 - Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm’s SunBiz registration.
- Proof of Sunbiz.org registration
- Completed W-9 form
- Include copy(ies) of Firm’s current State of Florida, Board of Professional Regulation License.
- Completed Attachment 2 – Professional Services Commitment Form – FDOT Form #375-030-83, listing key personnel proposed for the project. Include a copy of each person’s current State of Florida, Board of Professional Regulation License and note projects worked on similar in nature to the services requested. Additional resumes may also be attached.
 - In submitting a response to this RSQ the respondent is representing that each person listed or referenced in their response package will be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.
- Completed Attachment 3 – Similar Projects Form. This form may be reproduced. Provide information regarding experience with similar FDOT and Federal funded projects.
 - Right of Way Surveying & Mapping experience in accordance with FDOT standards for Right of Way Mapping.

10.5.2. Forms

- Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive
- Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements

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- Completed Attachment 4 – Conflict of Interest/Confidentiality Certification for Consultant/Contractor /Technical Advisors – FDOT Form #375-030-50
- Completed Attachment 5 – Truth in Negotiation Certification – FDOT Form #375-030-30
- Completed Attachment 6 – Public Entity Crimes Statement
- Completed Attachment 7 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - FDOT Form 375-030-32
- Completed Attachment 8 – Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts – FDOT Form #375-030-033
- Completed Attachment 9 – Disclosure of Lobbying Activities - FDOT Form #375-030-34
- Completed Attachment 10 – Drug Free Workplace Program Certification
- Completed Attachment 11– Affidavit Contracting w/Foreign Countries of Concern
- Provide confirmation of no exceptions to the RSQ.
 - Requests for exceptions shall be submitted per Section 4. Questions, Exceptions, and Addenda to be considered.

10.5.3. Proposed Solution

- Provide a detailed project approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.
- Provide a proposed completion schedule following COUNTY’S final completion date. Services shall begin upon written notification to proceed by COUNTY. The final completion schedule for inclusion in any resulting contract may be negotiated. The overall services period for this project will terminate at such time that all of the services have been accepted as completed by the COUNTY and then remain in effect until completion of the expressed and/or implied warranty periods.
- Provide confirmation of Firm’s willingness to meet County time requirements.
 - Include a Tentative Project Schedule.

PROJECT	DATE
Project start (or NTP to Executed Engineering/Planning Firm Contract)	March 11, 2025
30% Plans	July 31, 2025
60% Plans	January 30, 2026
90% Plans	June 30, 2026
Final Plans	November 1, 2026

10.5.4. Financial Stability

- Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the County. The County reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The County reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

10.5.5. Litigation

- Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.
- 10.6. County is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.
- 10.7. Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [Join Microsoft Teams Meeting](#)
- 10.8. County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals. Unauthorized use of County's Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is a violation and deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

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**EXHIBIT A – SCOPE OF WORK
ENGINEERING & DESIGN SERVICES FOR RSQ# 24-934
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1. BACKGROUND

- 1.1. A qualified Engineering Firm shall provide design services for the CR 44 Road Project located in Lake County, Florida. The project is funded with federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 453449-1-38-01. The CR 44 Safety project study was completed in September of 2023. The link to the final safety study can be found here: https://cdn.lakecountyfl.gov/media/npqlnxkw/cr-44-from-us-441-to-sr-19-lane-departure-safety-study-20230926_final.pdf. The scope of the project is to follow the long-term recommendations from the final FDOT safety study.
- 1.2. The project consists of the design services for safety improvements along CR 44 from US 441 to SR 19, approximately 10.9 miles in length. The design will include 8-foot shoulders (4-foot minimum paved) along both sides of the roadway along certain segments of the roadway. Additional improvements along the corridor include RRFB's and lighting at marked crosswalks at Egret Lane/Rotary Drive and Turquoise Way, a speed feedback sign at Sparrow Lane, and turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive, and Durastress east driveway. Utility coordination is required. The selected firm 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.
 - Surveying including topographic, above and below ground utilities and right of way will be required. The Consultant will be required to coordinate with the County's staff on plan review, as the project is being funded by FDOT LAP agreement. Consultant shall prepare Division II and III specifications, and the County will prepare Division I specifications and the bid documents based on FDOT Standard Plans and Specifications and Florida Greenbook (the edition in place at the time of bid opening). The governing Standard **Plans and Specifications** must be the edition in place at the time of bid opening when referencing FDOT Standard Specifications.

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.

**EXHIBIT A – SCOPE OF WORK
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- 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.
- 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 construct and maintain a web page detailing the project.
- 3.5. Consultant shall schedule, conduct, and present all public meetings according to the approved public meeting scope and public meeting checklist.
- 3.6. 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.
- 3.7. 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.

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- 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 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.

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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.

5. PLAN DELIVERABLES

5.1. 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
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

5.2. General Plan sheet requirements:

5.2.1. Plan production (e.g., size and scale) are to be provided in accordance with the Florida Greenbook.

5.2.1.1. Post Designs Services are not included or required.

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

5.2.3. Plotting scales should typically be provided as follows:

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

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

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

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- 5.2.3.4. Signage & Marking – plot to scale such that details are clear and legible, but not smaller than 1" = 100'.
- 5.2.4. 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.
- 5.3. Deliverables at the 30% design submittal level:
 - 5.3.1. 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.
 - 5.3.2. 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.
 - 5.3.3. Consultant will complete an initial threatened and endangered species survey and present a copy of the results to County Project Manager.
 - 5.3.4. Consultant will complete a phase one environmental survey (if applicable) and submit results to County Project Manager.
 - 5.3.5. Consultant will complete a planned storm water and initial pond siting report and submit to County Project Manager for review.
 - 5.3.6. Submitted plans will include "line and grade" plan view and:
 - 5.3.6.1. Exceed the construction boundaries by 300 feet running longitudinally with the travelway and show existing conditions.
 - 5.3.6.2. Include a cover page acceptable to County Project Manager.
 - 5.3.6.3. Include County typical sections.
 - 5.3.6.4. Include County general notes pages.
 - 5.3.6.5. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.
 - 5.3.6.6. Show stationing with beginning and ending project station limits.
 - 5.3.6.7. Show existing pavement striping (on additional sheet if needed for legibility).
 - 5.3.6.8. Show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc.).
 - 5.3.6.9. Show proposed edge of pavement on plans.
 - 5.3.6.10. Show pond locations relative to roadways on plans.
 - 5.3.6.11. Signal plans are to be initiated with proposed Pole locations on plans for review.
 - 5.3.7. 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.
- 5.4. Deliverables at the 60% design submittal level:
 - 5.4.1. 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.

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- 5.4.2. 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.
- 5.4.3. Two (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format in submitted CD.
- 5.4.4. Submitted plans shall include the elements identified for a ‘Phase I’ submittal as defined in the Florida Greenbook, 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:
 - 5.4.4.1. All corrections made to the 30% reviewed plans addressing the comments made by County Project Manager.
 - 5.4.4.2. 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.
 - 5.4.4.3. Any problem areas that may exist with utilities noted on the plans.
 - 5.4.4.4. Plan views, profile views, and cross section views (interval to be set by County Project Manager).
 - 5.4.4.5. Show proposed stormwater management system.
 - 5.4.4.6. Show the relevant Geotechnical information on the plans.
 - 5.4.4.7. Show approximate location of listed species and/or environmental impacts.
 - 5.4.4.8. Provide preliminary signal plans.
- 5.4.5. 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.
- 5.4.6. 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.
- 5.5. Submittal to include Construction/Engineer cost estimates.
- 5.6. Deliverables at the 90% design submittal level:
 - 5.6.1. 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.
 - 5.6.2. 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.
 - 5.6.3. 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.
 - 5.6.4. 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.

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- 5.6.5. Submitted plans shall include the elements identified for a ‘Phase II’ submittal as defined in the Florida Greenbook, 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:
 - 5.6.5.1. All corrections made to the 60% reviewed plans addressing the comments made by County Project Manager.
 - 5.6.5.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups).
 - 5.6.5.3. 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.
 - 5.6.5.4. Proposed signing and pavement marking plans.
 - 5.6.5.5. Signalization plans provided in accordance with the Florida Greenbook.
- 5.6.6. Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.
- 5.6.7. 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
- 5.6.8. Submittal to include updated Construction/Engineer cost estimates.
- 5.6.9. Submittal to include contract duration calculation and schedule.
- 5.6.10. Submittal to include of Lane Closure Analysis (for lane closures within on-system facilities).
- 5.7. Deliverables at the 100% design submittal level:
 - 5.7.1. Submitted plans will include all items listed under the 90% submittal and:
 - 5.7.1.1. All corrections made to the 90% reviewed plans addressing the comments made by County Project Manager.
 - 5.7.1.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any).
 - 5.7.2. 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
 - 5.7.3. Submittal to include updated Construction/Engineer cost estimates.
- 5.8. Deliverables at the Final submittal level:
 - 5.8.1. Two (2) copies each of all permits with pdf copy provided on submittal DVD.
 - 5.8.2. Two (2) copies each of any agency permit exemption letter with pdf copy provided on submittal DVD.
 - 5.8.3. Two (2) copies of any geotechnical reports with pdf copy all on submittal DVD.
 - 5.8.4. Two (2) copies of any environmental reports with pdf copy all on submittal DVD.

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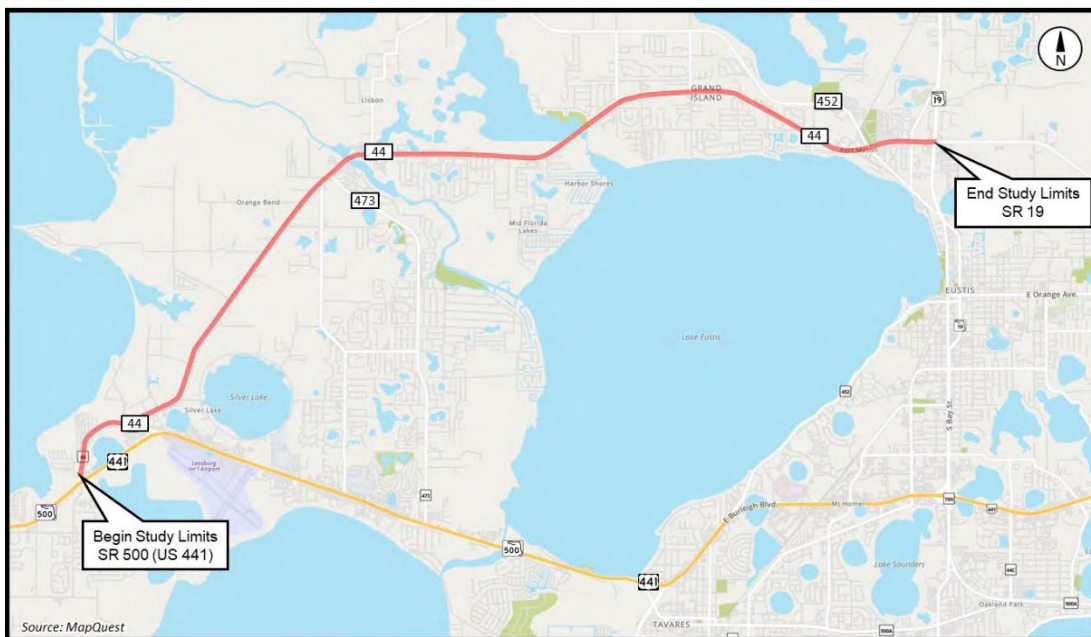
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- 5.8.5. Three (3) signed and sealed project plan record sets.
- 5.8.6. Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.
- 5.8.7. One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.
- 5.8.8. Provide (1) GIS-ready electronic file (shapefile or file geodatabase) and (1) KMZ file on submittal DVD.

6. INVOICE REQUIREMENTS

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

7. DESIGN AREA LOCATION



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A. CONSULTANT will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

i. 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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. 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 CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

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

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B. Lake County, a Political Subdivision of the State of Florida, the Board of County Commissioners, and the Florida Department of Transportation will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

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

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake 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. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. 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

G. Self-insured retention is prohibited on LAP funded projects.

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

I. CONSULTANT will be responsible for subCONSULTANTS and their insurance. SubCONSULTANTS are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a

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conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source.
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy

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of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract’s terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

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COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under a contract will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood

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that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a

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solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [U.S. Bureau of Labor Statistics \(bls.gov\)](http://www.bls.gov). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

"To the extent provided by law, [CONSULTANT] shall indemnify, defend, and hold harmless the [COUNTY] and the State of Florida, Department of Transportation, including the Department'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].

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

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days’ written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of “reasonable costs.”

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, the Contract will be canceled, and the Contractor 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 the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County’s ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County’s intent to terminate and the Contractor will be given ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

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

RIGHT TO AUDIT

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

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor’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 the Contractor.

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If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the 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 the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor'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 the County's audit findings to the Contractor.

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

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt

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or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County’s Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor 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 the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the “SAMHSA regulations”), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor’s sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor 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. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor 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. The Contractor understands that pursuant to Section

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287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor 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.

ANTI-TRAFFICKING RELATED ACTIVITIES

Prohibition of Trafficking Related Activities FAR 52.222-50, Combating Trafficking in Persons, prohibits "trafficking-related activities." The prohibitions include, among others, denying an employee access to his/her own identification or immigration documents, engaging in fraudulent recruitment practices, and charging recruitment fees directly to employees. These prohibitions apply to contractors, subcontractors, as well as each of their employees and agents.

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or purchasing@lakecountyfl.gov.

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**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS****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, tracings, 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 subconsultant, subrecipient 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. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. 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.

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Q. 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.

R. 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.

S. 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.

T. 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.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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FOR CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENTS**

THIS IS A SAMPLE AGREEMENT AND IS SUBJECT TO CHANGE UPON AWARD.

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND**

**FOR PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR
CR44 FROM US441 TO SR19
RSQ # 24-934**

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 CR44 From US441 To SR19 (RSQ #24-934); 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 CR44 From US441 To SR19 (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 **{date to be added}**, 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

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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 **{ \$ to be added }**. COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B (Lump Sum)**.

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.

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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 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

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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.

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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

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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 the [COUNTY] and the State of Florida, Department of Transportation, including the Department’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 the Department’s or [COUNTY]’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [CONSULTANT] to indemnify [COUNTY] 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 the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

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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 will 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

**ENGINEERING & DESIGN SERVICES
FOR CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENTS**

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

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- 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 VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

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.

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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

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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.

EXHIBIT E – Sample Contract
ENGINEERING & DESIGN SERVICES
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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}

**ATTACHMENT A – SCOPE OF WORK
ENGINEERING & DESIGN SERVICES FOR RSQ# 24-934
CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENT**

1. BACKGROUND

- 1.1. A qualified Engineering Firm shall provide design services for the CR 44 Road Project located in Lake County, Florida. The project is funded with federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 453449-1-38-01. The CR 44 Safety project study was completed in September of 2023. The link to the final safety study can be found here: https://cdn.lakecountyfl.gov/media/npqlnxkw/cr-44-from-us-441-to-sr-19-lane-departure-safety-study-20230926_final.pdf. The scope of the project is to follow the long-term recommendations from the final FDOT safety study.
- 1.2. The project consists of the design services for safety improvements along CR 44 from US 441 to SR 19, approximately 10.9 miles in length. The design will include 8-foot shoulders (4-foot minimum paved) along both sides of the roadway along certain segments of the roadway. Additional improvements along the corridor include RRFB's and lighting at marked crosswalks at Egret Lane/Rotary Drive and Turquoise Way, a speed feedback sign at Sparrow Lane, and turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive, and Durastress east driveway. Utility coordination is required. The selected firm 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.
 - Surveying including topographic, above and below ground utilities and right of way will be required. The Consultant will be required to coordinate with the County's staff on plan review, as the project is being funded by FDOT LAP agreement. Consultant shall prepare Division II and III specifications, and the County will prepare Division I specifications and the bid documents based on FDOT Standard Plans and Specifications and Florida Greenbook (the edition in place at the time of bid opening). The governing Standard **Plans and Specifications** must be the edition in place at the time of bid opening when referencing FDOT Standard Specifications.

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.

**ATTACHMENT A – SCOPE OF WORK
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- 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.
- 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 construct and maintain a web page detailing the project.
- 3.5. Consultant shall schedule, conduct, and present all public meetings according to the approved public meeting scope and public meeting checklist.
- 3.6. 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.
- 3.7. 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.

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ENGINEERING & DESIGN SERVICES FOR RSQ# 24-934
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- 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 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.

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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.

5. PLAN DELIVERABLES

5.1. 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
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

5.2. General Plan sheet requirements:

5.2.1. Plan production (e.g., size and scale) are to be provided in accordance with the Florida Greenbook.

5.2.1.1. Post Designs Services are not included or required.

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

5.2.3. Plotting scales should typically be provided as follows:

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

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

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

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- 5.2.3.4. Signage & Marking – plot to scale such that details are clear and legible, but not smaller than 1" = 100'.
- 5.2.4. 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.
- 5.3. Deliverables at the 30% design submittal level:
 - 5.3.1. 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.
 - 5.3.2. 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.
 - 5.3.3. Consultant will complete an initial threatened and endangered species survey and present a copy of the results to County Project Manager.
 - 5.3.4. Consultant will complete a phase one environmental survey (if applicable) and submit results to County Project Manager.
 - 5.3.5. Consultant will complete a planned storm water and initial pond siting report and submit to County Project Manager for review.
 - 5.3.6. Submitted plans will include "line and grade" plan view and:
 - 5.3.6.1. Exceed the construction boundaries by 300 feet running longitudinally with the travelway and show existing conditions.
 - 5.3.6.2. Include a cover page acceptable to County Project Manager.
 - 5.3.6.3. Include County typical sections.
 - 5.3.6.4. Include County general notes pages.
 - 5.3.6.5. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.
 - 5.3.6.6. Show stationing with beginning and ending project station limits.
 - 5.3.6.7. Show existing pavement striping (on additional sheet if needed for legibility).
 - 5.3.6.8. Show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc.).
 - 5.3.6.9. Show proposed edge of pavement on plans.
 - 5.3.6.10. Show pond locations relative to roadways on plans.
 - 5.3.6.11. Signal plans are to be initiated with proposed Pole locations on plans for review.
 - 5.3.7. 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.
- 5.4. Deliverables at the 60% design submittal level:
 - 5.4.1. 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.

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- 5.4.2. 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.
- 5.4.3. Two (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format in submitted CD.
- 5.4.4. Submitted plans shall include the elements identified for a ‘Phase I’ submittal as defined in the Florida Greenbook, 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:
 - 5.4.4.1. All corrections made to the 30% reviewed plans addressing the comments made by County Project Manager.
 - 5.4.4.2. 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.
 - 5.4.4.3. Any problem areas that may exist with utilities noted on the plans.
 - 5.4.4.4. Plan views, profile views, and cross section views (interval to be set by County Project Manager).
 - 5.4.4.5. Show proposed stormwater management system.
 - 5.4.4.6. Show the relevant Geotechnical information on the plans.
 - 5.4.4.7. Show approximate location of listed species and/or environmental impacts.
 - 5.4.4.8. Provide preliminary signal plans.
- 5.4.5. 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.
- 5.4.6. 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.
- 5.5. Submittal to include Construction/Engineer cost estimates.
- 5.6. Deliverables at the 90% design submittal level:
 - 5.6.1. 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.
 - 5.6.2. 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.
 - 5.6.3. 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.
 - 5.6.4. 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.

**ATTACHMENT A – SCOPE OF WORK
ENGINEERING & DESIGN SERVICES FOR RSQ# 24-934
CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENT**

- 5.6.5. Submitted plans shall include the elements identified for a ‘Phase II’ submittal as defined in the Florida Greenbook, 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:
 - 5.6.5.1. All corrections made to the 60% reviewed plans addressing the comments made by County Project Manager.
 - 5.6.5.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups).
 - 5.6.5.3. 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.
 - 5.6.5.4. Proposed signing and pavement marking plans.
 - 5.6.5.5. Signalization plans provided in accordance with the Florida Greenbook.
- 5.6.6. Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.
- 5.6.7. 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
- 5.6.8. Submittal to include updated Construction/Engineer cost estimates.
- 5.6.9. Submittal to include contract duration calculation and schedule.
- 5.6.10. Submittal to include of Lane Closure Analysis (for lane closures within on-system facilities).
- 5.7. Deliverables at the 100% design submittal level:
 - 5.7.1. Submitted plans will include all items listed under the 90% submittal and:
 - 5.7.1.1. All corrections made to the 90% reviewed plans addressing the comments made by County Project Manager.
 - 5.7.1.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any).
 - 5.7.2. 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
 - 5.7.3. Submittal to include updated Construction/Engineer cost estimates.
- 5.8. Deliverables at the Final submittal level:
 - 5.8.1. Two (2) copies each of all permits with pdf copy provided on submittal DVD.
 - 5.8.2. Two (2) copies each of any agency permit exemption letter with pdf copy provided on submittal DVD.
 - 5.8.3. Two (2) copies of any geotechnical reports with pdf copy all on submittal DVD.
 - 5.8.4. Two (2) copies of any environmental reports with pdf copy all on submittal DVD.

**ATTACHMENT A – SCOPE OF WORK
ENGINEERING & DESIGN SERVICES FOR
CR 44 FROM US 441 TO SR 19 SAFETY IMPROVEMENT**

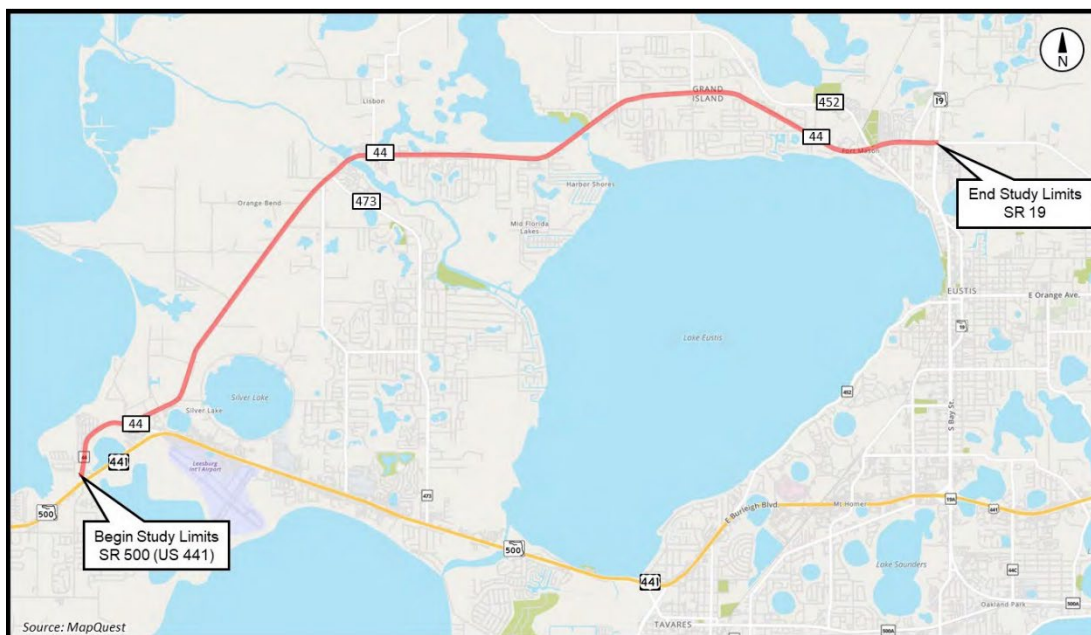
RSQ# 24-934

- 5.8.5. Three (3) signed and sealed project plan record sets.
- 5.8.6. Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.
- 5.8.7. One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.
- 5.8.8. Provide (1) GIS-ready electronic file (shapefile or file geodatabase) and (1) KMZ file on submittal DVD.

6. INVOICE REQUIREMENTS

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

7. DESIGN AREA LOCATION



ATTACHMENT B – PRICING SCHEDULE
[to be added]

ATTACHMENT C – CERTIFICATIONS
[to be added]

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**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, tracings, 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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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 subconsultant, subrecipient 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. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. 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.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

- Q. 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.
- R. 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.

- S. 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.

- T. 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.
- U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

- V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

- W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

ATTACHMENT 1

SUBMITTAL FORM

RSQ# 24-934

The undersigned hereby declares that: [Click or tap here to enter text.](#) has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **CR44 FROM US441 TO SR19 DESIGN SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 PAYMENT

Vendor accepts MasterCard for payment: [Choose an item.](#)

2.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. [Choose an item.](#)

Failure to acknowledge may result in Submittal being deemed non-responsive.

3.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? [Choose an item.](#)

4.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. [Click or tap here to enter text.](#)

5.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) [Choose an item.](#) [Choose an item.](#) and enter OSD Certification Number [Click or tap here to enter text.](#) and enter effective date [Click or tap to enter a date.](#) to date [Click or tap to enter a date.](#)

6.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

ATTACHMENT 1

SUBMITTAL FORM

RSQ# 24-934

7.0 FEDERAL FUNDING REQUIREMENT – N/A

8.0 LOCAL VENDOR PREFERENCE – N/A

9.0 GENERAL VENDOR INFORMATION

Firm Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City: Click or tap here to enter text. State and ZIP Code: Click or tap here to enter text.

Mailing Address (if different): Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Purchase Order Email Address: Click or tap here to enter text.

Federal Identification Number / TIN: Click or tap here to enter text.

10.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES COMMITMENT FORM

Subconsultant/Subvendor	Type of Work <small>(List each type of work separately, only one type of work per line)</small>	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total percent for Prime and Subs committed: _____
(Note to Consultants: should be 100% when submitted to FDOT) 0

Total percent for Prime and Subs remaining to be committed: _____
(Note to Consultants: should be 0% when submitted to FDOT) 100

The percentage column must total 100% for Prime and all subs.

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

DBE status for all firms can be verified by using the **DBE Directory**:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Small Business status for **Non-Professional Services firms** can be found here:
<https://ssrs.fdot.gov/Reports/report/PDA%20Reports/Public%20Reports/EOOSmallBusinessCertificationReport>

Small Business status for **Professional Services firms** is located here:
<https://www.fdot.gov/procurement/InternetReports.shtm#qual>

By: _____ Title: _____ Date: _____

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List no less than three (3) but no more than ten (10) projects.

<u>Project Name & Location</u>		Project Owners Name & Address
<u>Project Manager:</u>		
Completion Date (Actual or Estimated)		
Estimated Cost (In Thousands)		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u>
Entire Project	Work for which firm was/is responsible	
\$	\$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information").

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel").

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Table with 3 columns: Advertisement No./ Solicitation No, Description, Financial Project Number(s). The table contains multiple empty rows for data entry.

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Table with 3 columns: Printed Names, Signatures, Date. The table contains multiple empty rows for data entry.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By:_____

Date

PUBLIC ENTITY CRIMES STATEMENT FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____ (print name of public entity)

By _____ (print individual's name and title)

for _____ (print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has not FEIN, include the Social Security Number of the individual signing this

sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES NO

If *no*, then please complete section 4 below for "Prime"

<p>1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> _____ _____ _____ Congressional District, <i>if known:</i> 4c _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, <i>if known:</i> _____</p>	
<p>6. Federal Department/Agency: _____ _____</p>	<p>7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i> _____</p>	<p>9. Award Amount, <i>if known:</i> \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____</p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DRUGFREE WORKPLACE PROGRAM CERTIFICATON

In order to have a drug- free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____



**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.

(Write Name Here)

2. I am the _____ of _____.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in _____ and is a _____.

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____

Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)