

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR PROJECT DEVELOPMENT & ENVIRONMENT STUDY SERVICES FOR
CR466A, TIMBERTOP LN to POINSETTIA AVE. RSQ #24-939**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida ("COUNTY"), and Kimley-Horn and Associates, Inc., its successors and assigns ("CONSULTANT").

WITNESSETH:

WHEREAS, County publicly submitted a Request for Project Development & Environmental Study Services for CR466A, Timbertop Ln to Poinsettia Ave (RSQ #24-939); 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 services for Project Development & Environmental Study Services for CR466A, Timbertop Ln to Poinsettia Ave (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 July 1, 2026, 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 inte rest of COUNTY.

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

2.4 CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by COUNTY. CONSULTANT acknowledges that nothing in this Agreement will be deemed to preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or

acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project not to exceed the amount of **\$279,883.59**. COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B**.

3.2 Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The COUNTY's Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the COUNTY. The COUNTY Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the COUNTY.

CONSULTANT shall submit invoices based on lump sum, specific rates of compensation, or a combination thereof to the 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: 430253-6-28-01. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is

advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

Article 4. COUNTY's Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one COUNTY staff member to act as COUNTY's Project Manager.

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

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

Article 5. Special Terms and Conditions

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

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

5.3 Termination.

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

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

C. Termination for Default: COUNTY reserves the right to terminate this Agreement, in part or in whole, or effect other appropriate remedy in the event CONSULTANT fails to perform in accordance with the terms and conditions stated in this Agreement. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with COUNTY ordinances,

resolutions and administrative orders. CONSULTANT will be notified by letter of COUNTY's intent to terminate. In the event of termination for default, COUNTY may procure the required goods or services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by CONSULTANT.

5.4 Assignment of Agreement. This Agreement may not be assigned or sublet except with the written consent of Lake County's Procurement Services Director on behalf of COUNTY. No such consent will be construed as making COUNTY a party to the assignment or subcontract or subjecting COUNTY to liability of any kind to any assignee, subconsultant or subcontractor. No assignment or subcontract will under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify COUNTY immediately. COUNTY may terminate this Agreement in the event the acquiring entity does not meet with COUNTY's approval.

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

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

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

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

Lake County, a Political Subdivision of the State of Florida, the Board of County Commissioners, and the Florida Department of Transportation must be named as additional insured as their interest may appear on all applicable liability insurance policies.

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

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

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

Certificate holder must be:

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

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

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

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

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

Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or

subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in CONSULTANT as a business entity, and that no such person will have any such interest at any time during the term of this Agreement unless approved in writing by COUNTY upon consultation with its attorney. The certifications applicable to CONSULTANT, which have been executed by CONSULTANT, are attached as **Attachment C**. County will consider CONSULTANT in default of this Agreement in the event a conflict of interest on the Project is found to exist.

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

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

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

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

5.8 Indemnity. CONSULTANT agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as “Entity” for the purposes of the below indemnification) who perform work in connection with this Agreement:

“To the extent provided by law, [ENTITY] 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 [ENTITY], 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 [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] 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."

5.9 Independent Contractor. CONSULTANT agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT will have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

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

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

5.12 Delays. No claim for damages or any claim other than for an extension of time will be made or asserted against COUNTY by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. CONSULTANT's sole remedy, if any, against COUNTY will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONSULTANT will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement. Notwithstanding the above, the parties will not be liable for delays resulting from

force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

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

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

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

5.16 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.17 Public Records/Copyrights.

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

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

- C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:
1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.
 2. CONSULTANT shall retain all records pertaining to this Agreement for five (5) complete calendar years following expiration of the Agreement.
 3. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
 4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to COUNTY.
 5. Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

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. The parties agree that COUNTY will evaluate CONSULTANT's performance within ninety (90) days following completion of the Project. This evaluation will consist of a meeting with CONSULTANT's authorized representative and the Lake County Public Works Department Director or designee, as well as a review of the Project file, to determine whether the Project was completed by CONSULTANT, and any subconsultants, in accordance with this Agreement and whether the services were completed to the satisfaction of COUNTY. The performance evaluation shall be finalized within the ninety (90) day review

period and shall become a public record.

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

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

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

Article 6. Miscellaneous Provisions

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

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

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

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

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

6.6 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this

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

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

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

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

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

If to CONSULTANT

Kimley-Horn and Associates, Inc.
200 South Orange Avenue, STE 600
Orlando, FL 32801

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
Attachment C	Certifications

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

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.

CONTRACTOR
Kimley-Horn and Associates, Inc.



Hao Chau, PE
Program Manager / Authorized Signature
This 29th day of September, 2025.

COUNTY

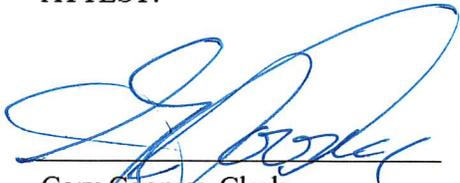
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 18th day of November, 2025.

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:



Melanie Marsh
County Attorney

2025

ATTACHMENT A – RSQ#24-939



SCOPE OF SERVICES
FOR
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
CR466A – TIMBERTOP LANE TO POINSETTIA AVENUE
DISTRICT 5
LAKE COUNTY

This Scope of Services is an attachment which is incorporated into the agreement between Lake County (hereinafter referred to as the COUNTY) and Kimley-Horn and Associates, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

<i>Financial Project ID:</i>	<i>430253-6-28-01</i>
<i>Work Program Item No.:</i>	<i>TBD</i>
<i>Federal Aid Project No.:</i>	<i>TBD</i>
<i>ETDM No.:</i>	<i>N/A</i>
<i>County Section No.:</i>	<i>N/A</i>
<i>Project Description:</i>	<i>CR 466A Timbertop Lane to Poinsettia Avenue – Widening from 2-lane undivided rural section to 4-lane divided urban section. 1.20 miles in length.</i>
<i>Bridge No.:</i>	<i>N/A</i>
<i>Rail Road Crossing No.:</i>	<i>N/A</i>
<i>Project Type:</i>	<i>Widening</i>
<i>Lead Agency</i>	<i>Lake County</i>
<i>Federal Funding:</i>	<i>Yes</i>
<i>Anticipated Class of Action:</i>	<i>Type 1 CE</i>

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and Lake County(COUNTY) when conducting Project Development and Environment (PD&E) Studies necessary to comply with the Florida Department of Transportation (FDOT or DEPARTMENT) procedures and underlying laws and regulations and to obtain approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- *Major work groups include: 2.0, 3.2*
- *Minor work groups include: 4.1.1, 6.1, 7.1, 7.2*

The project development process and all tasks identified in this Scope of Services must follow the guidance provided in the DEPARTMENT's current version of the **PD&E Manual, Procedure No. 650-000-001**, and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1** of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the Federal Highway Administration (FHWA) Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the project tasks to be performed consistent with the PD&E Manual and other pertinent manuals as noted in Section 2. The Scope of Services also outlines work activities that will be the CONSULTANT's and/or the COUNTY's responsibility.

The CONSULTANT must demonstrate good project management practices while working on this project, including effective communication with the COUNTY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with COUNTY procedures. The CONSULTANT and any SUB-CONSULTANTS are expected to know the laws and rules governing their profession and provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The COUNTY will provide contract administration and management, as well as technical reviews of all work associated with the development of this project and performed under this Scope of Services.

The COUNTY's technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

CR 466A Timbertop Lane to Poinsettia Avenue – Widening from 2-lane undivided rural section to 4-lane divided urban section with sidewalks on both sides. The total project length is 1.20 miles. The project will tie into existing 4-lane divided urban sections to the west and east. The proposed stormwater ponds have already been constructed.

2.1 OBJECTIVES

The CONSULTANT will analyze and assess the project's impact on the social, economic, cultural, natural, and physical environment, and develop the location and design concept of the project in accordance with FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with project documents and materials that have been prepared prior to the PD&E phase. The CONSULTANT shall also review concepts and reports (e.g.,

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typical sections, alignments, planning reports) developed from previous planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses for this project, as outlined in the PD&E Manual, the FDM, and directed by the project objectives. The level of analysis depends on complexity of the project, level of controversy, potential for significant impacts, and degree and quality of information/data available. If the Class of Action (COA) for the project was not determined after the ETDM screening, prior to the creation of the Scope of Services, the Lead Agency will determine the COA upon completion of the environmental analyses.

The CONSULTANT, upon direction from COUNTY, will assist with updating data, technical studies, or environmental documents to ensure compliance with NEPA, other federal laws, regulations, and Executive Orders.

The CONSULTANT will maximize the use of existing information available from Federal, State, regional, local agencies, private sources, and its own files. Examples include: the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection's (FDEP) OCULUS Electronic Document Management System, and other sources as appropriate.

The DEPARTMENT will allow the CONSULTANT to use the DEPARTMENT's computer facilities upon proper authorization as described in DEPARTMENT Form No. 325-060-08b.

2.2.1 Governing Regulations

Services performed by the CONSULTANT must comply with the **PD&E Manual** and all applicable DEPARTMENT Policies, Procedures, Manuals and Guidelines. Specifically, the CONSULTANT must comply with DEPARTMENT's **PD&E Manual, FDM, Structures Manual, and Computer Aided Design and Drafting (CAAD) Manual**. The DEPARTMENT's manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

2.2.2 Liaison Office

The COUNTY and the CONSULTANT will designate their respective Liaison Offices for this project.

2.2.3 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this project. The COUNTY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The COUNTY Project Manager shall also be responsible for approval of any additional staffing to be provided, including additional consultant staff (approval must be coordinated with the Procurement Office), and shall give approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the COUNTY Project Manager regarding development of this project. Final direction on all matters of this project remains with the COUNTY Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. Personnel identified in the contract must perform the CONSULTANT's work to COUNTY standards and procedures. Any changes in the identified personnel will be subject to review and approval by the COUNTY. To the extent possible, the CONSULTANT must minimize the COUNTY's need to apply its own resources to the activities of the Scope of Services, unless otherwise identified.

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The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the training established by the COUNTY as a prerequisite for CONSULTANT staff to perform work. If the required training is such that the trainee can apply it to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the COUNTY on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must request approval from the COUNTY's Project Manager and Procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via a contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans, as required by COUNTY standards.

The CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not employees of the COUNTY and are not entitled to the benefits of County employees. Except to the extent expressly authorized herein, the CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not agents of the COUNTY for any purpose or authority, such as to bind or represent the interests thereof, and shall not represent that it is an agent, or that it is acting on the behalf of the COUNTY. The COUNTY shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.4 Sub-Consultants

The County Project Manager, Procurement Office, and the CONSULTANT Project Manager must approve, in writing in advance, any services assigned to any SUB-CONSULTANTS in accordance with this Scope of Services. All SUB-CONSULTANTS must be technically qualified by the County to perform all work assigned to them. Use of additional SUB-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any SUB-CONSULTANTS, including their work assignments and rates of compensation, shall be agreed to by the County Project Manager, Procurement Office, and the CONSULTANT Project Manager, and documented in the contract file, prior to any work being performed.

2.2.5 Lead Agency, Cooperating Agencies, and Participating Agencies

The CONSULTANT Project Manager will support the County Project Manager's coordination efforts with Lead Agency(ies), Cooperating Agency(ies), and Participating Agency(ies).

The Lead Agency for this project is *Lake County*.

The following will be engaged as a Co-Lead Agency (Optional):

N/A

The following will be engaged as a Cooperating Agency(ies):

N/A

The following will be engaged as (a) Participating Agency(ies):

N/A

2.2.6 Meetings and Presentations

Led by the COUNTY Project Manager, the CONSULTANT will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and project information provided by the COUNTY Project Manager.

The CONSULTANT shall attend phase review, progress review, and other miscellaneous review meetings

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necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff, as well as other consultants, technical meetings, or other miscellaneous meetings. This does not include meetings identified by subject area in Sections 3, 4, and 5 of this Scope of Services.

It is anticipated that *eight (8) virtual* progress and miscellaneous review meetings will be needed.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the COUNTY Project Manager for review.

2.2.7 Communication

The COUNTY Project Manager will be the representative of the COUNTY for the project. The CONSULTANT must regularly communicate with the COUNTY Project Manager to discuss and resolve issues or solicit opinions regarding this project. The CONSULTANT must include the COUNTY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this project remains with the COUNTY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this project must be reviewed and approved by the COUNTY. The CONSULTANT must respond to information requests relevant to the PD&E Study from third parties at the direction, and with the approval, of the COUNTY. The CONSULTANT will assist the COUNTY in preparing letters from COUNTY personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The COUNTY requires that all project documents, technical studies, calculations, maps, reports, conceptual plans, design, and Environmental Document are correct, complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the SUB-CONSULTANTS) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process intends to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the COUNTY Project Manager for approval. The QC Plan will identify the deliverables, the personnel performing the reviews, and the method of documentation. The CONSULTANT Project Manager and the CONSULTANT QC Manager will sign the QC Plan.

The CONSULTANT must include documentation of reviews and written resolution of comments with each submittal or deliverable to show adherence of the QC process. At a minimum, provide a quality review checklist which includes letters, exhibits, technical studies, reports, design calculations, Environmental Document, or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which shows adherence of the QC Plan process was followed. The COUNTY Project Manager may request document reviews and written resolution of comments from the CONSULTANT at any time during the PD&E Study.

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed project activity or event schedule to the COUNTY. The schedule must indicate all required submittals, critical path activities, and key project milestones or activity codes. When applicable, the CONSULTANT Project Manager will receive a Statewide Acceleration and Transformation (SWAT) preliminary project schedule from the COUNTY Project Manager during the Notice to Proceed meeting. The project schedule shall contain, at a minimum, the following information for each schedule activity: activity description, original duration, remaining duration, start date, finish date,

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activity percent complete and total float. Only allow two (2) open- ended activities (the first and the last). The project schedule must include a column displaying each activity's Predecessor and Successor. The schedule must be based on the COUNTY's expected production date and must be approved by the COUNTY.

The anticipated date for final approval of the Environmental Document is *8 months from NTP*. The schedule must be based upon consideration of the project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the COUNTY.

For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least *4 weeks* for each draft technical report or memorandum submitted for County and District review.

In developing the schedule for this project, the CONSULTANT, in coordination with the COUNTY, must include adequate time to meet regulatory, Lead Agency, and Cooperating Agency reviews, as well as formal consultation timeframes.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule, and payout to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review , to the COUNTY Project Manager. The COUNTY Project Manager must approve any adjustments or changes to the approved schedule.

2.2.10 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the COUNTY for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file, and the number of hardcopies (if any) as directed by the COUNTY Project Manager.

The COUNTY will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the COUNTY in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

PD&E Provisions for Work:

Quality Control Plan (QC Plan)
Project Schedule

Public Involvement:

Public Involvement Plan (PIP)
Public Meeting Comments

PD&E Engineering:

Traffic Analysis Methodology Technical Memorandum
Project Traffic Analysis Report (PTAR)
Safety Analysis Memorandum
Roadway Analysis Report
Location Hydraulics Report (LHR)
Conceptual Design Plan Set

Environment:

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Type 1 Categorical Determination Exclusion Form

Noise Study Report (NSR)

Level I Contamination Assessment Memo (Contamination Screening Evaluation Report)

Natural Resource Evaluation (NRE) Memo (Wetlands, Species, and EFH)

Cultural Resource Assessment Survey (CRAS)

General: N/A

Other Submittals: N/A

2.2.11 Computer Automation

The CONSULTANT shall develop concept plans and alternatives' designs utilizing CADD systems. The DEPARTMENT makes software available to ensure quality and conformance with the DEPARTMENT'S policies and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **FDOT CADD Manual**. The CONSULTANT must submit final documents and files as described in the **CADD Manual**. Additional related information is found in the **FDM**. Concept plans and alternative designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon DEPARTMENT approval, the CONSULTANT may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONSULTANT must agree to provide original electronic files in a format and standard consistent with the DEPARTMENT's policies and procedures.

Prior to submitting electronic files to the COUNTY, all electronic files must be scanned for viruses. Failure to scan electronic files for viruses may result in a lower CONSULTANT work performance evaluation.

2.2.12 Conflict of Interest

The CONSULTANT or any affiliate is not eligible to pursue advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services. SUB-CONSULTANTS are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term "affiliate" is defined in **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

The CONSULTANT and its SUB-CONSULTANTS will not enter into another contract during the term of the contract for this project which would create or involve a conflict of interest with the services herein. The CONSULTANT and its SUB-CONSULTANTS must comply with **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT will coordinate work activities with any ongoing and/or planned COUNTY projects that may affect this project. The COUNTY and CONSULTANT shall coordinate with local governmental entities to ensure project concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the COUNTY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The COUNTY Project Manager shall be included in all such coordination activities.

The CONSULTANT shall coordinate with the following pertinent projects and studies: N/A

2.4 CONTRACT MANAGEMENT

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The CONSULTANT is responsible for maintaining project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the COUNTY in a format prescribed by the COUNTY Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the COUNTY while managing SUB-CONSULTANT efforts and executing SUB-CONSULTANT agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT will be requested to provide the following additional services for this project.

2.5.1 Alternative Corridor Evaluation – N/A

2.5.2 Advance Notification – N/A

2.5.3 Scoping – N/A

2.5.4 Notice of Intent – N/A

2.5.5 Miscellaneous Services – N/A

2.6 SERVICES TO BE PERFORMED BY THE DEPARTMENT – N/A

2.7 OPTIONAL SERVICES – N/A

3.0 PUBLIC INVOLVEMENT

The intent of public involvement is to engage the public, including property owners, tenants, business owners and operators, public officials and agencies, facility users, interested parties, and special interest groups, during the development of transportation projects. FDOT requires a hybrid format for meetings to provide multiple opportunities for the public to receive information and provide input. A hybrid meeting uses both an in-person and virtual component. Small group and one-on-one meetings can be held in-person or virtually, as seen fit by the appropriate parties. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, the **FDOT Public Involvement Handbook**, and **FDOT's Public Involvement Website**.

The CONSULTANT will provide the COUNTY drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least **10 days** business days prior to printing and/or distribution. The CONSULTANT will document the entire public involvement and agency coordination process in a Comments and Coordination Report or Public Involvement Activities Report and summarize the effort in the Environmental Document. Supporting documentation will be maintained in the Project file in SWEPT.PUBLIC INVOLVEMENT PLAN ELEMENTS

3.1.1 Public Involvement Plan

The purpose of a PIP is to identify potentially affected people in a community, define outreach methods, and schedule activities to obtain their input. The CONSULTANT is responsible for creating the PIP using existing work developed by the COUNTY, as a starting reference, and the level of effort for the Class of Action, if available. The PIP must include a public involvement schedule, identify potentially affected stakeholders and communities in the vicinity of the project, and establish appropriate outreach methods. This includes consideration of the demographics of the study area and any reasonable accommodations required, including, but not limited to disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority populations. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the PIP. **Part 1, Chapter 11** of the **PD&E Manual** provides a sample template for the PIP. At a minimum, the PIP must include the following:

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- Project background
- Project goals (for the public involvement process)
- Identification of elected officials and agencies (including city, county, state, and federal representatives, whose jurisdictional/political boundary intersects the project area and Native American Tribes).
- Identification of affected communities, property owners/tenants, business owners, community leaders, stakeholders, and other interested parties (see **Part 1, Chapter 11** of the **PD&E Manual** for examples of other interested parties).
- A contact/ mailing list (including names, addresses, telephone numbers, and email information for local elected officials, key community leaders, adjacent landowners, business owners, chamber of commerce leaders, neighborhood association presidents, religious leaders, senior citizen center coordinators, day care center administrators, school principals, utility providers, etc.). The CONSULTANT will initially develop the list from the Environmental Screening Tool (EST), and/or Property Appraisers' Offices. The CONSULTANT will continually update the contact/ mailing list to add new names and/or addresses upon request, when elected or other officials change, or names of people or organizations are discovered during the project
- Identification of media (e.g. television, radio, newspaper, social media, websites) for news and/or advertisement
- Proposed public outreach activities (Outreach activities should offer everyone in a community the opportunity to participate in the PD&E effort, and therefore, must include reasonable accommodation of transit-dependent persons, persons with disabilities, and persons with limited English proficiency, etc.).
- Anticipated schedule of public outreach activities
- Methodology for collecting, analyzing, and responding to public comments. All comments and concerns should be analyzed in relationship to the project, its goals, and the overall impact to the community.

The DEPARTMENT requires the CONSULTANT to create and submit a PIP that demonstrates how the creation and maintenance of the Plan will be carried out. The PIP template may be found in **Part 1, Chapter 11** of the **PD&E Manual**:

The CONSULTANT will periodically review the PIP to evaluate the effectiveness of the public involvement activities in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and **FDOT's Public Involvement Handbook**. The evaluation should indicate whether there is a need to use new outreach strategies to improve public involvement.

No further public involvement activities may begin prior to the submission and approval of the PIP. Upon approval of the PIP, the CONSULTANT shall update the PIP as necessary or upon notification by the DEPARTMENT of a deficiency in the PIP. The DEPARTMENT must approve any changes to the PIP.

3.1.2 Project Website and Social Media

As part of the project's PIP the CONSULTANT will develop public involvement materials using the COUNTY's approved template and submit the information to be uploaded into the COUNTY's project website (this is not the same as the COUNTY's Public Notice Website). The project website will be created by CONSULTANT and maintained by the COUNTY.

The CONSULTANT will provide content updates for COUNTY's project website or Social Media, as necessary. Content updates are usually completed on a set schedule, at project milestones, or to advise the public of new project information. The COUNTY is responsible for the approval of any content updates and maintenance of the project website and Social Media.

3.1.3 Public Involvement Data Collection

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The CONSULTANT will assist the COUNTY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the project. The CONSULTANT will maintain and regularly update the public involvement project file (electronic and hardcopy formats) to document all project public involvement activities.

The *CONSULTANT* is responsible for identifying and maintaining the project mailing list that may include: officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will coordinate with the COUNTY to generate or obtain mailing information of property owners using the appropriate County Property Appraiser's Office(s), for the most up-to-date property information.

The CONSULTANT will investigate potential meeting locations to advise the COUNTY of their suitability meeting ADA requirements, room layout, parking, etc.). Refer to **Part 1, Chapter 11** of the **PD&E Manual** for the Sample Public Meeting Facility Checklist. The COUNTY will ultimately approve the meeting location. The *CONSULTANT* will pay all costs for meeting location rental and insurance (if required). The CONSULTANT will be responsible for all logistics associated with setting up the meeting.

3.1.4 Public Involvement Comment Tracking

The CONSULTANT will compile comments received from the Public Meetings, Project Websites, or any other public outreach activities. The comments and responses will be maintained throughout the PD&E Study.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT will actively support the COUNTY in conducting public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the COUNTY in preparation, scheduling, attendance, note taking, providing follow-up services, including debrief meetings with the COUNTY and documenting each meeting. These activities shall be done in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and the **FDOT Public Involvement Handbook**, documented in the updated PIP, Public Involvement Activities Report, or the Comments and Coordination Report and summarized in the Environmental Document.

3.2.1 Types of Public Meetings

The types and number of meetings to be held will depend on the project's COA, the complexity and size of the project, and the level of public interest or potential for controversy. The level of effort and requirements for each of these meetings are defined in the staff hour estimates. Specify if each meeting should be virtual, hybrid, or in-person. The following is a list of anticipated meetings for this project:

- One (1) public meeting
- One (1) presentation to the Lake County BOCC

3.3 PUBLIC HEARING – N/A

3.4 COMMENTS AND COORDINATION REPORT / PUBLIC INVOLVEMENT ACTIVITIES REPORT

The CONSULTANT will prepare either a Comments and Coordination Report or Public Involvement Activities Report incorporating the PIP, description of the public notification process, summary of all public outreach activities, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and the **FDOT Public Involvement Handbook**. The

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CONSULTANT will analyze comments received and prepare comment responses for COUNTY approval. The CONSULTANT will summarize the public involvement process and document the public comments received and the DEPARTMENT's responses in the Environmental Document. Supporting documentation will be maintained in the project file within SWEPT.

Any coordination regarding other projects should be documented in the Comments and Coordination Report.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT – N/A

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS – N/A

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall occur under the direction of the COUNTY Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section. The CONSULTANT will gather and review existing data from the COUNTY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data.

The CONSULTANT will verify, and if necessary, amend the purpose and need statement for the project based on information obtained from the Programming Screen Summary Report, existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public involvement process.

Based on engineering analysis, the public involvement process, and environmental analysis, the DEPARTMENT will identify a proposed design concept (the preferred alternative) to advance to the design phase.

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previously completed (or concurrent) planning studies and other studies that are related to this project and appropriately incorporate their results in the analysis of the project as described in the **PD&E Manual**. The following studies were conducted for this project:

Roadway geotechnical report

Stormwater ponds geotech report

Environmental assessment report (County Level Environmental Document)

Cultural Resource Assessment

4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the project area, assess project needs, identify physical and environmental constraints, develop and analyze project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the project including roadway geometrics, as-built plans, pavement reports, existing right of way, tax maps, maintenance maps, typical section elements, signalization and other operational features, access features, and other data applicable to modes and sub-modes of transportation. Transportation methods may include pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, and coach buses), and freight users (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler

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vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this project.

The CONSULTANT will furnish necessary exhibits for use in this project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY – N/A

4.3.1 Survey Design – N/A

4.3.2 Photogrammetry (Optional) – N/A

4.4 GEOTECHNICAL INVESTIGATION – N/A

4.5 TRAFFIC ANALYSIS – N/A

4.6 SIGNAGE (OPTIONAL) – N/A

4.7 TOLLING CONCEPTS (OPTIONAL) – N/A

4.8 SAFETY – N/A

4.9 UTILITIES AND RAILROAD – N/A

4.9.1 Utilities – N/A

4.9.2 Railroads – N/A

4.10 ROADWAY ANALYSIS

Development of Build Alternatives must consider the DEPARTMENT's **Complete Streets, Policy No. 000-625-017**, early in the alternatives development process in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. The Complete Streets Policy requires a context-sensitive approach to project development by accommodating all transportation users and their relationship to safety, economy, mobility, and the environment. The complete streets context classification for the project is based on the DEPARTMENT's **Context Classification Guide** in coordination with the DEPARTMENT.

4.10.1 Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing project alternatives and designing initial geometrics and other roadway elements according to the DEPARTMENT standards.

4.10.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the project alternatives which address transportation needs and context. Development of typical sections must consider the needs of all project users and the approaches contained in the DEPARTMENT's **Context Classification Guide** and **Complete Streets, Policy No. 000-625-017**.

4.10.3 Geometric Design

The CONSULTANT will perform geometric design using the established project design controls and criteria. The CONSULTANT will also use project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design

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considerations.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will develop intersection concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, auxiliary lanes, storage lengths, and other geometric details.

4.10.5 Access Management

The CONSULTANT will review the DEPARTMENT'S standards of the access management classification, found in **Part 2, Chapter 201** of the **FDM** and evaluate its application to the project.

The CONSULTANT will recommend the proper access classification and standard to be applied to the project.

The CONSULTANT will show appropriate access management features on the concept plans. Changes in access management should be consistent with the DEPARTMENT's **Median Opening and Access Management, Procedure No. 625-010-021**, and documented in the appropriate sections of the PER and the Environmental Document.

The proposed access management plan will be presented as part of the public involvement process, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. If a meeting is required, it may be combined with the PD&E Study Public Meeting.

4.10.6 Multimodal Accommodations – N/A

4.10.7 Lighting

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the preferred alternative.

The CONSULTANT shall prepare a Lighting Justification Report, following the procedures outlined in the FDOT Manual on Uniform Traffic Studies (MUTS).

4.11 IDENTIFY CONSTRUCTION SEGMENTS – N/A

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS – N/A

4.13 STRUCTURES – N/A

4.13.1 Existing Structures – N/A

4.13.2 Structure Typical Sections – N/A

4.13.3 Proposed Structure – N/A

4.13.4 Structures over Navigable Waters – N/A

4.14 DRAINAGE

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and

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structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

4.15 LANDSCAPING ANALYSIS (OPTIONAL) – N/A

4.16 PROJECT COST ESTIMATES

The CONSULTANT shall estimate the Total Project costs including the costs of design, right of way acquisition, residential and business relocation, construction, construction engineering inspection (CEI), environmental mitigation, utility relocation, and operation and maintenance (for transit only). Design and CEI costs may be estimated as a fixed percentage of construction cost. Wetland mitigation costs can be based per acreage costs for the appropriate year in the most recent version of **Chapter 11** of the **FDOT's Work Program Instruction**.

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using the DEPARTMENT's historical unit costs information. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, and at project milestones.

4.16.2 Right of Way Cost Estimates – N/A

Other Cost Estimates – N/A

4.17 ALTERNATIVES EVALUATION – N/A

4.17.1 Comparative Alternatives Evaluation – N/A

4.17.2 Selection of Preferred Alternative – N/A

4.17.3 Value Engineering (Optional) – N/A

4.18 CONCEPT PLANS

The CONSULTANT will prepare concept plans.

4.18.1 Base Map – N/A

4.18.2 Alternatives Concept Plans

The CONSULTANT will prepare and overlay alternative concept plans on the base map. The concept plans must show potential location for bridges, culverts, retaining walls, right of way lines (existing and proposed), known utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale according to the DEPARTMENT's **CADD Manual**.

4.18.3 Preferred Alternative – N/A

4.18.4 Typical Section Package – N/A

4.18.5 Design Exceptions and Design Variations – N/A

4.19 TRANSPORTATION MANAGEMENT PLAN – N/A

4.20 RISK MANAGEMENT (OPTIONAL) – N/A

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare a Roadway Analysis Report

The CONSULTANT shall include sufficient supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering

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documentation shall be orderly and logically presented. The final engineering analysis document prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

4.21.1 Constructability Review – N/A

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this project. Prior to beginning any environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report which includes the summary degree of effects, resource agencies' comments, potential permits, GIS information, and Class of Action from the EST. This review will support the CONSULTANT's ability to adequately assess the potential for project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, assist the COUNTY in coordination, and document the results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the **PD&E Manual**.

The CONSULTANT will analyze the Build Alternatives and the No-Build Alternative, with respect to impacts to cultural, natural, social, and physical resources, and document all analyses in the supporting technical reports. Where appropriate, the CONSULTANT will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project impacts on the environmental resources or issues. The CONSULTANT will summarize the analysis results and project's effect on environmental resources in the Environmental Document. This may include analysis results or documents prepared by the CONSULTANT or others, either as part of this project or another concurrent study. Additionally, the CONSULTANT must verify and record any environmental resources that is identified as "No Involvement" within the Environmental Document.

5.1 SOCIOCULTURAL EFFECTS

The CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2, Chapter 4** of the **PD&E Manual** and any related chapters identified below, as appropriate. The CONSULTANT will review the project's ETDM Programming Screen Summary Report, if available, to identify potentially affected resources and the level of importance placed on those resources. The CONSULTANT will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The CONSULTANT will review the SDR and verify community data. If the SDR is not available or if there have been significant changes since the previous document, the CONSULTANT will run a new SDR. The CONSULTANT may be required to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives or features. The CONSULTANT will document the results of the SCE Evaluation in the Environmental Document with supporting documentation included in the project file in SWEPT. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

The CONSULTANT shall evaluate and document to support Type 1 CE only.

5.1.2 Economic – N/A

5.1.3 Land Use Changes – N/A

5.1.4 Mobility – N/A

5.1.5 Aesthetic Effects

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5.1.6 Relocation Potential – N/A

5.1.7 Farmland – N/A

5.2 CULTURAL RESOURCES

The CONSULTANT will summarize cultural resources in the Environmental Document. If no involvement for a cultural resource(s) is indicated, then a statement to that effect will be included. If there is involvement with a cultural resource(s), the CONSULTANT will document the assessment of direct and indirect effects of the project on the resource(s), recommend avoidance measures, methods to minimize or mitigate impacts, and any coordination efforts.

5.2.1 Archaeological and Historical Resources

The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (NHPA, Public Law 89-665, as amended)**, and implementing regulations (**36 CFR 800**). All work shall be performed in accordance with the NHPA (Section 106), Florida Statutes (Chapter 267), **PD&E Manual (Part 2, Chapter 8)**, the DEPARTMENT's **Cultural Resource Management (CRM) Handbook**, and the **Section 106 Programmatic Agreement** among FHWA, the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (DHR) State Historic Preservation Officer (SHPO), and the DEPARTMENT.

Analysis: The CONSULTANT will review and address any issues or comments concerning archaeological or historical resources as mentioned by SHPO or other interested parties, including Native American Tribes, in the project's Programming Screen Summary Report. The CONSULTANT shall research existing information about historic properties, including data concerning the potential for the occurrence of historic properties not yet identified, and a map of the zones of probability within the project study area. The CONSULTANT, in coordination with the DEPARTMENT, will establish the Area of Potential Effect (APE), including pond sites, and prepare a Research Design and Survey Methodology, in accordance with **Part 2, Chapter 8** of the **PD&E Manual** and **Chapter 5** of the **CRM Handbook**. The Research Design and Survey Methodology will be submitted to the DEPARTMENT for approval prior to the initiation of field work.

The CONSULTANT will conduct a desktop analysis for all Stormwater Management Facilities (SMF)/ Floodplain Compensation (FPC) areas. Desktop analysis results will be provided in a Desktop Assessment, to the District in support of the Pond Siting Report (PSR) or Stormwater Management Alternatives Report (SMART).

Upon approval of the Research Design and Survey Methodology, the CONSULTANT shall conduct field investigation to identify the presence of archaeological sites and historic resources located within the APE. The CONSULTANT shall identify the boundaries for all historic resources within the APE and evaluate the significance of each resource in accordance with the NRHP criteria for evaluation set forth by the National Park Service (NPS). Should the proposed project potentially effect historical or archaeological resources that are listed on, eligible, or potentially eligible for the NRHP, the CONSULTANT shall prepare a Section 106 Case Report. The Section 106 Case Report shall document the project's direct, indirect and cumulative effects to historical and archaeological resources using the Criteria of Adverse Effect, in accordance with **Part 2, Chapter 8** of the **PD&E Manual** and the **CRM Handbook**, and include avoidance, minimization and mitigation measures.

Coordination: The CONSULTANT shall coordinate all work with DHR SHPO, federally recognized Native American Tribes, and other State and Federal agencies, as appropriate, by the DEPARTMENT's direction. Any coordination with Native American Tribes or State and Federal agencies will be through the District or OEM, as appropriate. The CONSULTANT will be required to assist the DEPARTMENT by providing technical support for Section 106 meetings. In addition, attendance at public meetings may be required.

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Documentation: The CONSULTANT will prepare the Cultural Resources Assessment Survey Report (CRAS), or appropriate document, describing and justifying the boundaries of the APE, detailing the survey techniques, geographic extent of the surveys, the survey results, and assessments of resource significance, including preparation of Florida Master Site File forms, and coordination with SHPO and the Advisory Council on Historic Preservation (ACHP), if applicable. If any agreements or commitments are made, they are recorded in the Project Commitment Record (PCR) and the commitment section of the Environmental Document. In the event the project has an adverse effect on a historic property(ies), the CONSULTANT will prepare a Section 106 Case Report and a Section 106 Memorandum of Agreement (MOA). The CONSULTANT will summarize the results of the CRAS, and any cultural resource associated consultation or subsequent cultural resource documents, in the appropriate section of the Environmental Document. If no involvement for an issue is indicated, then a statement to that effect will be included. If required, the CONSULTANT will assist the DEPARTMENT in obtaining a determination of eligibility from the Keeper of the NRHP as set forth in **36 CFR Part 63**.

5.2.2 Recreational Areas and Protected Lands – N/A

5.2.3 Section 4(f) and Concurrent Requirements (Optional) – N/A

5.3 NATURAL RESOURCES

The CONSULTANT will review the project’s Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The CONSULTANT will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The CONSULTANT will assess the project’s direct and indirect effects on the natural resources and document in the Natural Resources Evaluation (NRE) Report and/or the Environmental Document. The assessment and documentation shall include the severity of the impacts, avoidance and minimization measures, anticipated permits, resolution of agency concerns, and the agency coordination process, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with **Part 2, Chapters 9, 11, 12, 13, 14, 15, 16 and 17** of the **PD&E Manual**, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

5.3.1 Wetlands and Other Surface Waters

Data Collection: The CONSULTANT will identify wetlands along the project as per **Part 2, Chapter 9** of the **PD&E Manual**, through review of GIS data, maps, plans, field reviews, and agency coordination.

Analysis: The CONSULTANT will estimate the impacts to the wetlands and other surface waters in the project area in accordance with **Part 2, Chapter 9** of the **PD&E Manual**. The CONSULTANT will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The CONSULTANT will evaluate the alternatives’ direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the CONSULTANT will identify practicable measures to minimize impacts.

Conceptual Mitigation: The CONSULTANT will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the CONSULTANT will **propose alternative mitigation options**.

5.3.2 Essential Fish Habitat – N/A

5.3.3 Protected Species and Habitat

Data Collection and Analysis: The CONSULTANT will review the project’s Programming Screen Summary Report and develop a study design (to be approved by the DEPARTMENT) to evaluate the magnitude of the project involvement with, and potential impacts to protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation.

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Upon approval of the study design, the CONSULTANT will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the project's involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with Part 2, Chapter 16 of the PD&E Manual. The CONSULTANT may be required to perform specific species surveys for formal consultation.

The CONSULTANT will assist the DEPARTMENT in consultations, including providing responses to agency requests for information, if required.

Conservation Measures and Mitigation Plan: The CONSULTANT will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

5.3.4 Natural Resource Documentation

The CONSULTANT will document the results of the Wetlands and Other Surface Waters, EFH, and Protected Species and Habitat evaluations in a **Technical Memorandum** in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will also refer to OEM's **Natural Resources Evaluation Outline and Guidance** document to ensure the proper documentation of natural resources.

Protected Species and Habitat Documentation: The CONSULTANT will document the protected species and habitat evaluation and agency consultation in the NRE report or Technical Memorandum, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**, and summarize in the Environmental Document. Documentation should also include effect determinations, dates of concurrence, and/or outcomes of consultation. If it is necessary to prepare a Biological Assessment, this documentation will be compiled as part of the NRE report or Technical Memorandum.

5.3.5 Water Resources – N/A

5.3.6 Wild and Scenic Rivers – N/A

5.3.7 Floodplains – N/A

5.3.8 Coastal Zone Consistency – N/A

5.3.9 Coastal Barrier Resources – N/A

5.4 PHYSICAL EFFECTS

The CONSULTANT will review the project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The CONSULTANT will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment. The CONSULTANT will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the Environmental Document. If the project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the **PD&E Manual**.

5.4.1 Highway Traffic Noise

The CONSULTANT will assist the DEPARTMENT with public meetings support as requested.

5.4.2 Transit Noise and Vibration Impact Analysis – N/A

The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration impacts in accordance with the Part 2, Chapter 18 of the PD&E Manual and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The CONSULTANT will prepare materials for, attend, and document a noise study methodology meeting with the DEPARTMENT prior to beginning analysis.

Analysis: The CONSULTANT shall review the project's Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The CONSULTANT will utilize traffic

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data from the Preliminary Traffic Analysis Report (PTAR) or its equivalent to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA’s Traffic Noise Model (FHWA TNM©), User’s Guide (Version 2.5 Addendum). The CONSULTANT will provide analysis for the no-build alternative (existing and design year) and

1 build alternative (existing and design year). If traffic noise impacts are identified, the CONSULTANT shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with Part 2, Chapter 18 of the PD&E Manual.

If noise barriers that might block the motorist’s view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the Right of Way Manual, Procedure No. 575- 000-000). CONSULTANT will assist the DEPARTMENT in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The CONSULTANT will assist the DEPARTMENT in coordination with affected property owners benefitting from the noise barrier in accordance with Part 2, Chapter 18 of the PD&E Manual.

Documentation: The CONSULTANT will document the methodology and results of the noise analysis and noise abatement evaluation, in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and a “readme” file that supports the information documented in the report. The CONSULTANT shall summarize the traffic noise analysis in the Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative in accordance with Part 2, Chapter 18 of the PD&E Manual.

If the project is determined to be a Type III project, the CONSULTANT will document the determination in the Project File.

5.4.3 Air Quality – N/A

5.4.4 Construction – N/A

5.4.5 Contamination

The CONSULTANT will review the project’s Programming Screen Summary Report for the initial identification of potential contamination sites. The CONSULTANT shall conduct a Level 1 Assessment in accordance with Part 2, Chapter 20 of the PD&E Manual. The CONSULTANT shall investigate the contamination issues within and adjacent to the project’s right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. The CONSULTANT shall develop measures in coordination with the DEPARTMENT to address identified contamination issues in accordance with Part 2, Chapter 20 of the PD&E Manual.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with Part 2, Chapter 20 of the PD&E Manual in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The CONSULTANT will summarize the technical memorandum or CSER in the Environmental Document.

**5.5 CUMULATIVE EFFECTS EVALUATION (WHEN APPLICABLE) (SWEEP
DIRECTION) – N/A**

5.6 PROJECT COMMITMENTS – N/A

6.0 ENVIRONMENTAL DOCUMENT

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The CONSULTANT will prepare an Environmental Document in accordance with the **PD&E Manual to support a Type 1 CE only**.

6.1 PLANNING CONSISTENCY – N/A

6.1.1 Transportation Plans – N/A

6.1.2 Planning Consistency Form – N/A

The CONSULTANT will assist the DEPARTMENT's finalization of Planning Requirements for Environmental Document approval.

7.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The COUNTY's Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the COUNTY. The COUNTY Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the COUNTY.

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Financial Project Identification Number:

Federal Aid Project Identification Number:

Project Description:

County:

Begin Milepost: End Milepost: Project Length: Miles

FDOT Project Manager:

Prepared By: FDOT Consultant Final

Consultant Name:

SUMMARY

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PROJECT TOTAL HOURS 1336

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Name of Consultant:

Kimley-Horn and Associates, Inc.

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

Project Staff Hours															
Activity No.	Activity	Kimley-Horn and Associates, Inc.	ACI	Valerin	GEC	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
2	Proled Description and Objectives	172													172
3	Public Involvement	135		136											271
4	Engineering Analyses and Considerations	309													309
5	Environmental Analysis and Reports	240	259		60										559
6	Environmental Document	25													25
Project Total		881	259	136	60	0	1,336								

- Notes:
1. Staff hours for consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

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ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: Archaeological Consultants, Inc.
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS RANGE		ON CADD PERCENT		
		Project Manager	Chief Archaeologist	Senior Scientist	Chief Archaeologist	Scientist	GIS specialist	Archaeologist	Secretary/Clerical	Hours	Hours	Hours	Hours			
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Analysis and Reports	259	0	19	124	24	57	30	0	5	0	0	0	0	0	259	285
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	259	0	19	124	24	57	30	0	5	0	0	0	0	0	259	285
Field Survey Estimate: 4-man crew days											FIRM TOTAL	259	285			

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: Archaeological Consultants, Inc.
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS RANGE		ON CADD PERCENT		
		Project Manager	Chief Archaeologist	Senior Scientist	Chief Archaeologist	Scientist	GIS specialist	Archaeologist	Secretary/Clerical	Hours	Hours	Hours	Hours			
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0	0.00%
Engineering Analyses and Considerations	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0	0.00%
Environmental Analysis and Reports	259	0.0%	7.3%	47.9%	9.3%	22.0%	11.6%	0.0%	1.9%	0.0%	0.0%	0.0%	0.0%	259	285	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0	0.00%
TOTALS	259	0.0%	7.3%	47.9%	9.3%	22.0%	11.6%	0.0%	1.9%	0.0%	0.0%	0.0%	0.0%	259	285	100.00%

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ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: Valetin
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS		ON CADD		
		Community Outreach Specialist - Senior	Community Outreach Specialist	Graphic Designer	Hours	Hours		RANGE	PERCENT							
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Involvement	136	95	14	27	0	0	0	0	0	0	0	0	136	150	0	0
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Analysis and Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	136	95	14	27	0	0	0	0	0	0	0	0	136	150	0	0
Field Survey Estimate: 4-man crew days												FIRM TOTAL	136	150		

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: Valetin
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS		ON CADD		
		Community Outreach Specialist - Senior	Community Outreach Specialist	Graphic Designer	Hours	Hours		RANGE	PERCENT							
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Public Involvement	136	70.00%	10.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Engineering Analyses and Considerations	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Environmental Analysis and Reports	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

ATTACHMENT A - RSQ#24-939

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: GEC
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from Summary sheet Firm Total	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS		ON CADD PERCENT			
		Chief Engineer 2	Chief Scientist	MAT CADD/Comp Tech	MAT Secretary/Clerical	MAT Senior Engineering Technician	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours		
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Analysis and Reports	60	2	36	4	4	14	0	0	0	0	0	0	0	0	60	66	0
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	60	2	36	4	4	14	0	0	0	0	0	0	0	0	60	66	0
Field Survey Estimate: 4-man crew days											FIRM TOTAL	60	66				

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430253-6-28-01
 FAP Number: TBD
 Date: 9/3/2025
 Name of Consultant: GEC
 Project Name: CR466A - Timbertop Lane to Poinsettia Ave PD&E Study

WORK ACTIVITY	Hours from Summary sheet Firm Total	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS		ON CADD PERCENT			
		Chief Engineer 2	Chief Scientist	MAT CADD/Comp Tech	MAT Secretary/Clerical	MAT Senior Engineering Technician	MAT Engineer Intern	MAT Engineering Tech	MAT Senior Engineer	Hours	Hours	Hours	Hours		Hours	Hours	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Hours	
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Engineering Analyses and Considerations	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Environmental Analysis and Reports	60	3.30%	60.00%	6.70%	6.70%	23.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTALS	60	3.30%	60.00%	6.70%	6.70%	23.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

Estimator: **Hao Chau, P.E.**

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.0	PROJECT DESCRIPTION AND OBJECTIVES					
2.2	Project Requirements and Provisions for Work					
	2.2.6 Meetings and Presentations	LS			60	see table below
	2.2.7 Communication	LS	1	24	24	3 hours per month * 8 months = 24 hrs
	2.2.9 Schedule*	LS	1	9	9	1 hour initial + 1 hr per month * 8 months = 9 hrs
	2.2.10 Submittals	LS	1	7	7	Includes hours to upload project files to SWEPT
	2.2 Project Requirements and Provisions Work Total				100	
2.3	Coordination with Other Consultants and Entities	LS	1	40	40	Coordination with FDOT
2.4	Contract Management	LS	1	32	32	16 hrs setup + 2 hrs per month * 8 months = 32 hours
2.5	Additional Services					
	2.5.1 Alternative Corridor Evaluation*	LS	1	0	0	N/A
	2.5.2 Advance Notification					
	Advance Notification*	LS	1	0	0	
	Preliminary Environmental Discussion*	LS	1	0	0	
	2.5.3 Scoping (EIS Only)					
	Set up/Scoping Package*	LS	1	0	0	
	Participation and notes	LS	1	0	0	
	2.5.4 Notice of Intent (EIS Only)*	LS	1	0	0	N/A
	2.5.5 Miscellaneous Services*	LS	1	0	0	N/A
	2.5 Additional Services Total				0	
2.7	Optional Services	LS	1	0	0	N/A
Project Description and Objectives Subtotal					172	
Hours Subject to QC					9	
	Quality Assurance / Quality Control	LS	%	5%	0	
PROJECT DESCRIPTION AND OBJECTIVES TOTAL HOURS					172	

Use the following table to assist with task 2.2.6 Meetings and Presentations

	Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	
Roadway	Typical Section	EA	1	0	0	N/A	
	Access Management	EA	1	0	0	N/A	
Drainage	Concepts	EA	1	0	0	N/A	
	WATERSS/Pond Siting	EA	1	0	0	N/A	
	FDOT Drainage Agency (Drainage)	EA	1	0	0	N/A	
Structures	FDOT Structures	EA	1	0	0	N/A	
Environmental	WMD	EA	1	0	0	N/A	
	NMFS	EA	1	0	0	N/A	
	USACE	EA	1	0	0	N/A	
	USCG	EA	1	0	0	N/A	
	USFWS	EA	1	0	0	N/A	
	NPS	EA	1	0	0	N/A	
	SHPO	EA	1	0	0	N/A	
	USFS	EA	1	0	0	N/A	
	FFWCC	EA	1	0	0	N/A	
	USDA & NRCS	EA	1	0	0	N/A	
	USDOI	EA	1	0	0	N/A	
	Noise Coordination	EA	1	6	6	2 people at 3 hrs = 6 hrs	
	Cultural Resources Coordination	EA	1	6	6	2 people at 3 hrs = 6 hrs	
	FDEP	EA	1	0	0	N/A	
	FDOT Environmental	EA	1	6	6	2 people at 3 hrs = 6 hrs	
	Traffic	Traffic Methodology	EA	1	0	0	N/A
		Traffic Design	EA	1	0	0	N/A
Utilities and Railroad	Traffic Analysis	EA	1	0	0	N/A	
	UAO & DUO	EA	1	0	0	N/A	
Tolls	Railroad Office	EA	1	0	0	N/A	
	Tolls	EA	1	0	0	N/A	
PM / EMO	Local Governments (cities, counties, MPO)	EA	1	8	8	2 people at 4 hrs = 8 hrs	
Subtotal Technical Meetings					26		
	Notice to Proceed	EA	1	9	9	3 people at 3 hrs = 9 hrs	
	Progress Meetings (if required by FDOT)	EA	5	5	25	5 meetings *(3 people at 1 hrs+ 2 hours for agenda and notes) = 25 hrs	
	Phase Review Meetings	EA	1	0	0	N/A	
	Misc. Review Meetings	EA	1	0	0	N/A	
Total Meetings					60	Carry to task 2.2.6	

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timberport Lane to Poinsettia Ave PD&E Study
430263-8-28-01

Representing	Print Name	Signature / Date
Kimley-Horn and Associates, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.0	PUBLIC INVOLVEMENT					
3.1	Public Involvement Plan Elements					
	3.1.1 Public Involvement Plan *	LS	1	2	2	Review PIP prepared by sub
	3.1.2 Project Website and Social Media *	LS	1	4	4	
	Development *	LS	1	2	2	Review website content prepared by sub
	Maintenance *	LS	1	2	2	Review updates made by sub
	3.1.3 Public Involvement Data Collection (incl. site selection)	LS	1	1	1	Review mailing lists prepared by sub
	3.1.4 Public Involvement Comment Tracking *	LS	1	12	12	Tracking and responses to comments
	3.1 Public Involvement Plan Elements Total				19	
3.2	Scheduled Public Meetings					
	Scoping Meeting with Key Agencies (EIS only)					
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Project Kickoff Meeting					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Presentation to Local MPOs/TPOs/TPAs (Incl. Associated Technical and Citizen Committees) and Affected Local Governments					
	Development of Meeting Materials *	LS	1	24	24	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	24	24	Prepare presentation to Lake County BOCC
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	10	10	
	Participation	LS	1	10	10	Presentation to BOCC: 2 people x 5 hours = 10 hours
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Coordination Meetings with Key Agencies					
	Development of Meeting Materials *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Corridor Workshops or Public Informational Meeting(s)					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Alternative Public Information Meeting(s)					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Additional Coordination and Consensus Building Meeting(s)					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Meeting preparation *	LS	1	0	0	
	Create or Update Presentation *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Community / Stakeholder Forum(s)					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Environmental Forum(s)					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	

ATTACHMENT A – RSQ#24-939

	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS				
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Other Public and Agency Meetings (Specify) or Informal Meetings					
	Development of Meeting Materials *	LS				
	Presentation (scripts/pre-recorded/graphics) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS				
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Local Advisory Group Meetings					
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS				
	Presentation (scripts/pre-recorded/graphics) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS				
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	3.2 Scheduled Public Meetings Total					
						34
3.3	Public Meeting					No presentation per County direction, Open House meeting
	Virtual / Hybrid Component	LS	1	0	0	
	Public Hearing Materials	LS				54
	Public Officials and Regulatory Agency Letters/Emails *	LS	1	2	2	
	Property Owner Letters *	LS	1	2	2	review/coordination with sub
	Public Hearing Notices and publication in the FAR *	LS	1	2	2	review/coordination with sub
	Notification on the Department's Public Notice webpages through the District PIO *	LS	1	2	2	review/coordination with sub
	Identify website(s) and/or locations for document public availability *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	N/A
	Display boards and exhibits *	LS	1	40	40	Preparation of display boards
	Hard copies of technical reports and Environmental Documents	LS	1	0	0	
	Meeting Location Signs *	LS	1	0	0	
	Brochures or handouts *	LS	1	0	0	
	Title VI compliance signs *	LS	1	0	0	
	NEPA Assignment compliance signs *	LS	1	0	0	
	Security	LS	1	0	0	
	Newspaper Advertisements/ press releases *	LS	1	2	2	review/coordination with sub
	Transcript, email sheet and certification *	LS	1	0	0	
	Court Reporter	LS	1	0	0	
	Staff Briefing *	LS	1	4	4	Online. Attend one review meeting with the County (2 people x 2 hours) = 4 hours
	Participation and Notes	LS				23
	Participation	LS	1	21	21	3 staff x 7 hours (1 hour travel + 2 hour setup + 2 hour meeting + 1 hour break-down + 1 hour travel) = 21
	Notes	LS	1	2	2	review/coordination with sub
	Response to Comments *	LS	1	0	0	
	3.3 Public Hearing Total					77
3.4	Comments and Coordination Report *	LS	1	0	0	
3.5	Notification of Approved Environmental Document *	LS	1	0	0	
3.6	Additional Public Involvement Requirements					
	General Public Correspondence *	LS	1	0	0	
	Newsletters/Fact Sheets *	LS	1	0	0	
	Frequently Asked Questions (FAQs) *	LS	1	0	0	
	FDOT's Project Website *	LS	1	0	0	
	Surveys or Questionnaires *	LS	1	0	0	
	Videos, Renderings, Fly-Throughs, 3-Dimensional (3D) Visualization *	LS	1	0	0	
	Microsimulation *	LS	1	0	0	
	Speakers Bureau *	LS	1	0	0	
	Design Charrettes *	LS	1	0	0	
	Other *	LS	1	0	0	
	3.6 Additional Public Involvement Requirements Total					0
	Public Involvement Subtotal					130
	Hours Subject to QC					5
	Quality Assurance / Quality Control	LS		5%	5	
	PUBLIC INVOLVEMENT TOTAL HOURS					135

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timbentop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

Representing	Print Name	Signature / Date
The Valerin Group, Inc.	Valerie Cuidad-Real	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.0	PUBLIC INVOLVEMENT					
3.1	Public Involvement Plan Elements					
	3.1.1 Public Involvement Plan *	LS	1	0	0	
	3.1.2 Project Website and Social Media *	LS			24	Removed from scope.
	Development *	LS	1	10	10	Prepare content about PD&E Study specifics that is ADA compliant for posting to Lake County's project webpage.
	Maintenance *	LS	1	8	8	Provide periodic content updates to Lake County for project webpage (as project progresses).
	3.1.3 Public Involvement Data Collection (incl. site selection)	LS	1	25	25	Prepare mailing area map, pull mailing list and cleanup list, develop/update elected/appointed/interested parties list, support with meeting site selection for public meeting. Also, hours include checking calendars to ensure no conflict.
	3.1.4 Public Involvement Comment Tracking *	LS	1	0	0	
	3.1 Public Involvement Plan Elements Total				49	To be handled by Prime.
3.2	Scheduled Public Meetings					
	Scoping Meeting with Key Agencies (EIS only)					N/A
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics)	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Project Kickoff Meeting					N/A
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release Fact Sheets *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Presentation to Local MPDs/TPDs/FPAs (incl. Associated Technical and Citizen Committees) and Affected Local Governments					
	Development of Meeting Materials *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Coordination Meetings with Key Agencies					N/A
	Development of Meeting Materials *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Corridor Workshops or Public Informational Meeting(s)					One (1) Public Meeting (Open House Format with no virtual option)
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	10	10	Development of handout/fact sheet, comment cards, sign-in sheets, name badges, etc.
	Exhibits *	LS	1	2	2	Development of Welcome Board (Prime responsible for development of all other boards); coordinating w/printer, and pick-up of all boards from printer.
	Notification Letters/Emails *	LS	1	24	24	Preparation of property owner letters, and performing mailout. Also, preparation of public officials letters including coordination with County regarding distribution.
	Display Advertisements *	LS	1	4	4	Preparation and publication of FAR and newspaper ads
	News Release Fact Sheets *	LS	1	4	4	Preparation of news release to provide to County for sharing with the media
	Meeting Summaries *	LS	1	8	8	Preparation of public meeting summary including meeting collateral, notifications, acts, sign-in sheets, comments received, pictures taken during meeting and overall summary of the meeting.
	Staff Briefing *	LS	1	4	4	Valerin to attend one (1) virtual meeting with project staff and the County to review meeting collateral.
	Participation and Notes	LS			21	
	Participation	LS	1	21	21	Participation by three (3) Valerin staff (incl. traveling to/from physical meeting location) to handle set up / breakdown; staffing sign-in table; and assisting/directing attendees
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	Hours are included under Meeting Summaries
	Alternatives Public Information Meeting(s)					N/A
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS			0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Additional Coordination and Consensus Building Meeting(s)					N/A
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Meeting preparation *	LS	1	0	0	
	Create or Update Presentation *	LS	1	0	0	
	Participation and Notes	LS			0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Community / Stakeholder Forum(s)					N/A
	Virtual / Hybrid Component	LS	1	0	0	
	Development of Meeting Materials *	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	

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	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes					
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Environmental Forum(s)					N/A
	Virtual / Hybrid Component					
	Development of Meeting Materials*	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters/Emails *	LS	1	0	0	
	Display Advertisements *	LS	1	0	0	
	News Release/Fact Sheets *	LS	1	0	0	
	Meeting Summaries *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes					
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Other Public and Agency Meetings (Specify) or Informal Meetings					N/A
	Development of Meeting Materials *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes					
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	Local Advisory Group Meetings					N/A
	Virtual / Hybrid Component					
	Development of Meeting Materials *	LS	1	0	0	
	Presentation (scripts/pre-recorded/graphics) *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Participation and Notes					
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Response to Comments *	LS	1	0	0	
	3.2 Scheduled Public Meetings Total					83
3.3	Public Hearing					N/A
	Virtual / Hybrid Component					
	Public Hearing Materials	LS	0	0	0	
	Public Officials and Regulatory Agency Letters/Emails *	LS	0	0	0	
	Property Owner Letters *	LS	0	0	0	
	Public Hearing Notices and publication in the FAR *	LS	0	0	0	
	Notification on the Department's Public Notice webpages through the District PIO *	LS	0	0	0	
	Identify website(s) and/or locations for document public availability *	LS	0	0	0	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	0	0	0	
	Display boards and exhibits *	LS	0	0	0	
	Hard copies of technical reports and Environmental Documents	LS	0	0	0	
	Meeting Location Signs *	LS	0	0	0	
	Brochures or handouts *	LS	0	0	0	
	Title VI compliance signs *	LS	0	0	0	
	NEPA Assignment compliance signs *	LS	0	0	0	
	Security	LS	0	0	0	
	Newspaper Advertisements/ press releases *	LS	0	0	0	
	Transcripts, errata sheet and certification *	LS	0	0	0	
	Court Reporter	LS	0	0	0	
	Staff Briefing *	LS	0	0	0	
	Participation and Notes					
	Participation	LS	0	0	0	
	Notes	LS	0	0	0	
	Response to Comments *	LS	0	0	0	
	3.3 Public Hearing Total					0
3.4	Comments and Coordination Report *	LS	0	0	0	N/A
3.5	Notification of Approved Environmental Document *	LS	0	0	0	N/A
3.6	Additional Public Involvement Requirements					N/A
	General Public Correspondence *	LS	0	0	0	
	Newsletters/Fact Sheets *	LS	0	0	0	
	Frequently Asked Questions (FAQs) *	LS	0	0	0	
	FDOT's Project Website *	LS	0	0	0	
	Surveys or Questionnaires *	LS	0	0	0	
	Videos, Renderings, Fly-Throughs, 3-Dimensional (3D) Visualization *	LS	0	0	0	
	Microsimulation *	LS	0	0	0	
	Speakers Bureau *	LS	0	0	0	
	Design Charades *	LS	0	0	0	
	Other *	LS	0	0	0	
	3.6 Additional Public Involvement Requirements Total					0
	Public Involvement subtotal					132
	Hours Subject to QC					56
	Quality Assurance / Quality Control	LS	%	5%	4	
	PUBLIC INVOLVEMENT TOTAL HOURS					136

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

presenting	Print Name	Signature / Date
Kimley-Horn and Associates, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
4.0	ENGINEERING ANALYSES AND CONSIDERATIONS					
4.1	Review of Previous Studies	LS	1	0	0	
4.2	Existing Conditions Analysis					
	Data Collection	LS	1	0	0	
	Field Review	LS	1	0	0	
	Analysis *	LS	1	0	0	
	4.2 Existing Conditions Analysis Total				0	
4.3	Survey					
	4.3.1 Survey Design *	LS	1	0	0	
	Survey Coordination	LS	1	0	0	
	4.3.2 Photogrammetry (Optional) *	LS	1	0	0	
	Aerial Photography	LS	1	0	0	
	4.3 Survey Total				0	
4.4	Geotechnical Investigation					
	Geotechnical Design Services *	LS	1	0	0	
	Geotechnical Review	LS	1	0	0	
	Geotechnical Coordination	LS	1	0	0	
	4.4 Geotechnical Investigation Total				0	
4.5	Traffic Analysis					
	Traffic Analysis Review	LS	1	0	0	
	4.5.1 Traffic Analysis Methodology *	LS	1	0	0	
	4.5.2 Traffic Counts *	LS	1	0	0	
	4.5.3 Vehicle Class Counts on Roadway Segments and Ramps *	LS	1	0	0	
	4.5.4 Pedestrian, Bicycle, and Other Multimodal Data *	LS	1	0	0	
	4.5.5 Calibration and Validation Data for Microsimulation (Optional) *	LS	1	0	0	
	4.5.6 Existing Traffic Operational Analysis *	LS	1	0	0	
	4.5.7 Future Demand Forecasting *	LS	1	0	0	
	4.5.8 No-Build Analysis *	LS	1	0	0	
	4.5.9 Development and Screening of Build Alternatives *	LS	1	0	0	
	4.5.10 Intersection Control Evaluation (ICE) *	LS	1	0	0	
	4.5.11 Operational Evaluation of Build Alternatives *	LS	1	0	0	
	4.5.12 Project Traffic Analysis Report *	LS	1	0	0	
	4.5.13 Interchange Access Request *	LS	1	0	0	
	4.5.14 Traffic Data for Noise Study *	EA	1	0	0	
	4.5.15 Traffic Data for Air Quality Analysis *	EA	0	0	0	
	4.5.16 Signalization Analysis (Optional) *	LS	1	0	0	
	4.5 Traffic Analysis Total				0	
4.6	Signage (Optional) *	LS	1	0	0	
4.7	Tolling Concepts (Optional) *	LS	1	0	0	
4.8	Safety					
	4.8.1 Existing Conditions Analysis *	LS	1	0	0	
	4.8.2 Future Conditions Analysis *	LS	1	0	0	
	4.8.3 Documentation of Safety Analysis *	LS	1	0	0	
	4.8 Safety Total				0	
4.9	Utilities and Railroads					
	4.9.1 Utilities *	EA	1	0	0	
	4.9.2 Railroads *	EA	1	0	0	
	4.9 Utilities and Railroads Total				0	
4.10	Roadway Analysis					
	4.10.1 Design Controls and Criteria *	LS	1	20	20	
	4.10.2 Typical Section Analysis *	EA	3	6	18	
	4.10.3 Geometric Design *	LS	1	20	20	1 alternative * (1.2 miles horizontal + 1.2 miles vertical) * 8 hours = 20 hours
	4.10.4 Intersections and Interchange Evaluation *	EA	1	40	40	
	4.10.5 Access Management *	LS	1	10	10	
	4.10.6 Multimodal Accommodations *	LS	1	0	0	N/A
	4.10.7 Lighting *	LS	1	0	0	
	4.10.7.1 Lighting Justification Report *	LS	1	40	40	
	4.10 Roadway Total				148	
4.11	Identify Construction Segments *	LS	1	0	0	
4.12	Transportation Systems Management and Operations *	LS	1	0	0	
4.13	Structures					
	4.13.1 Existing Structures*	EA	0	0	0	
	4.13.2 Structure Typical Sections *	EA	0	0	0	
	4.13.3 Proposed Structure *	EA	0	0	0	
	4.13.4 Structures over Navigable Waters *	EA	0	0	0	
	4.13 Structures Total				0	
4.14	Drainage					
	4.14.1 Floodplain and Drainage Data Collection *	LS	1	0	0	N/A
	4.14.2 Drainage Analysis *	Per Basin	2	33	66	
	4.14.3 Floodplain Compensation Analysis *	Per Encroach.	1	0	0	N/A
	4.14.4 Sea Level Rise Analysis *	LS	0	0	0	N/A
	4.14.5 Stormwater Management Analysis					
	Watershed Approach to Evaluating Regional Stormwater Solutions (WATERSS) *	LS	0	0	0	N/A
	Stormwater Management *	Per Basin	1	0	0	N/A
	4.14.6 Drainage Design (Optional) *	LS	1	0	0	N/A
	4.14.7 Location Hydraulics Report *	LS	1	0	0	N/A

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

	4.14.8 Bridge Hydraulics Report (Optional) *	EA	0	0	0	N/A
	4.14 Drainage Total				66	
4.15	Landscaping Analysis (Optional) *	LS	1	0	0	
4.16	Project Cost Estimates					
	4.16.1 Construction Cost Estimates *	LS	1	30	30	
	4.16.2 Right of Way Cost Estimates					
	Right of Way Cost Estimate Support *	LS	1	0	0	
	Right of Way Cost Estimate Coordination	LS	1	0	0	
	Right of Way Cost Estimate Preparation *	LS	1	0	0	
	4.16.3 Other Cost Estimates *	LS	1	0	0	
	4.16 Construction and Right of Way Cost Estimates Total				30	
4.17	Alternatives Evaluation					
	4.17.1 Comparative Alternatives Evaluation *	LS	1	0	0	
	4.17.2 Selection of Preferred Alternative *	LS	1	0	0	
	4.17.3 Value Engineering (Optional) *	LS	1	0	0	
	4.17 Alternatives Evaluation Total				0	
4.18	Concept Plans					
	4.18.1 Base Map *	Sheet	0	0	0	
	4.18.2 Alternatives Concept Plans *	Sheet	0	0	0	N/A
	4.18.3 Preferred Alternative *	Sheet	0	0	0	
	4.18.4 Typical Section Package *	LS	1	0	0	
	4.18.5 Design Exceptions and Design Variations *	EA	0	0	0	
	4.18 Concept Plans Total				0	
4.19	Transportation Management Plan *	LS	1	0	0	
4.20	Risk Management (Optional)					
	Meeting Materials *	LS	1	0	0	
	Meeting Participation	LS	1	0	0	
	4.20 Risk Management Total				0	
4.21	Engineering Analysis Documentation					
	Draft Preliminary Engineering Report *	LS	1	40	40	roadway analysis memorandum
	Final Preliminary Engineering Report *	LS	1	10	10	roadway analysis memorandum
	4.21.1 Constructability Review *	LS	1	0	0	
	4.21 Engineering Analysis Documentation Total				50	
Engineering Analysis and Report Subtotal					294	
Hours Subject to QC					294	
	Quality Assurance / Quality Control	LS	%	5%	15	
ENGINEERING ANALYSIS AND REPORT TOTAL HOURS					309	

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN AND ASSOCIATES, INC. RSQ #24-939

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

presenting	Print Name	Signature / Date
Kimley-Horn and Associates, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
5.0 ENVIRONMENTAL ANALYSIS AND REPORTS						
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Evaluation *	LS	1	8	8	Sociocultural effects review to support Type 1 CE. SDR data only, no memo
	5.1.1 Social *	LS	1	0	0	
	5.1.2 Economic *	LS	1	0	0	
	5.1.3 Land Use Changes *	LS	1	0	0	
	5.1.4 Mobility *	LS	1	0	0	
	5.1.5 Aesthetic Effects *	LS	1	0	0	
	5.1.6 Relocation Potential					
	Review and Impact Determination *	LS	1	0	0	
	Conceptual Stage Relocation Plan (CSRFP) *	LS	1	0	0	
	5.1.7 Farmland *	LS	1	0	0	
	5.1 Sociocultural Effects Total				8	
5.2	Cultural Resources					
	5.2.1 Archaeological and Historical Resources					
	Research Design and Survey Methodology *	LS	1	0	0	
	Cultural Resources Assessment Survey (CRAS) *	LS	1	0	0	
	Pond Sites Desktop Assessment *	LS	1	0	0	
	Determinations of Eligibility (DOE) (As Required)	LS	1	0	0	
	Section 106 Case Report *	LS	1	0	0	
	Memorandum of Agreement (MOA) *	LS	1	0	0	
	Section 106 Consultation Meetings	LS	1	0	0	
	Native American Coordination Meeting	LS	1	0	0	
	Section 106 Public Involvement	LS	1	0	0	
	Florida Master Site File Form *	LS	1	0	0	
	5.2.2 Recreational Areas and Protected Lands					
	Data Collection and Analysis	LS	1	0	0	
	Coordination	LS	1	0	0	
	Documentation					
	Section 4(f) Evaluation *	LS	1	0	0	
	Recreational Areas Not Subject to Section 4(f) *	LS	1	0	0	
	State Owned Lands *	LS	1	0	0	
	5.2.3 Section 4(f) and Concurrent Requirements (Optional)					
	Section 4(f) Determination of Applicability *	EA	0	0	0	
	Section 4(f) "de minimis" Documentation *	EA	0	0	0	
	Individual Section 4(f) Evaluation *	EA	0	0	0	
	5.2 Cultural Resources Total				0	
5.3	Natural Resources					
	5.3.1 Wetlands and Other Surface Waters					
	Data Collection	LS	1	8	8	field review of habitats, no wetlands anticipated; includes update to land use based on current conditions
	Analysis *	LS	1	0	0	
	Conceptual Mitigation *	LS	1	0	0	
	5.3.2 Essential Fish Habitat					
	Data Collection	LS	1	0	0	
	Analysis *	LS	1	0	0	
	5.3.3 Protected Species and Habitat					
	Data Collection and Agency Coordination	LS	1	12	12	field review of potential habitats for protected species general wildlife survey only; incorporated in data collection task above
	Specific Survey	LS	1	0	0	
	Analysis *	LS	1	0	0	
	Conservation Measures and Mitigation Plan *	LS	1	0	0	
	5.3.4 Natural Resource Documentation					
	Wetlands or Other Surface Waters Documentation *	LS	1	0	0	
	Essential Fish Habitat (EFH) Assessment *	LS	1	0	0	
	Protected Species and Habitat Documentation and Biological Assessment *	LS	1	12	12	provide protected species memo summarizing potential for occurrence; includes graphics and data from USFWS IPaC and FNAI for TICE
	5.3.5 Water Resources					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.6 Wild and Scenic Rivers					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.7 Floodplains					
	Analysis	LS	1	0	0	
	5.3.8 Coastal Zone Consistency					
	Analysis	LS	1	0	0	
	5.3.9 Coastal Barrier Resources					
	Analysis	LS	1	0	0	N/A
	5.3 Natural Resources Total				32	
5.4	Physical Effects					
	5.4.1 Highway Traffic Noise					
	Methodology Meeting *	LS	1	2	2	
	Data Collection	LS	1	12	12	
	Traffic Data Review and Formatting	LS	1	4	4	
	Field Measurement and Noise Model Validation *	LS	1	60	60	assume two validation locations
	Construction Noise and Vibration Assessment *	LS	1	4	4	
	Noise Analysis	LS	1	30	30	one build
	Noise Abatement Evaluation *	EA	0	40	40	
	Noise Study Report (NSR) *	LS	1	80	80	
	Public Meetings Support	LS	1	0	0	
	5.4.2 Transit Noise and Vibration Impact Analysis *	LS	1	0	0	
	5.4.3 Air Quality					
	Data Collection	LS	1	0	0	
	Screening Analysis *	LS	1	0	0	
	Air Quality Modeling *	LS	1	0	0	
	Air Quality Technical Memorandum (AQTL) *	LS	1	0	0	
	5.4.4 Construction *	LS	1	0	0	
	5.4.5 Contamination					
	Data Collection	LS	1	0	0	
	Analysis and Report *	LS	1	0	0	
	5.4 Physical Effects Total				192	
5.5	Cumulative Effects Evaluation (When Applicable)*	EA	0	0	0	
5.6	Project Commitments *	LS	1	0	0	
Environmental Analysis and Report Subtotal						232
Hours Subject to QC						166
	Quality Assurance / Quality Control	LS	%	5%	8	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS						240

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

presenting	Print Name	Signature / Date
ACI		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
5.0	ENVIRONMENTAL ANALYSIS AND REPORTS					
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Evaluation *	LS	1	0	0	
	5.1.1 Social *	LS	1	0	0	
	5.1.2 Economic *	LS	1	0	0	
	5.1.3 Land Use Changes *	LS	1	0	0	
	5.1.4 Mobility *	LS	1	0	0	
	5.1.5 Aesthetic Effects *	LS	1	0	0	
	5.1.6 Relocation Potential					
	Review and Impact Determination *	LS	1	0	0	
	Conceptual Stage Relocation Plan (CSRFP) *	LS	1	0	0	
	5.1.7 Farmland *	LS	1	0	0	
	5.1 Sociocultural Effects Total				0	
5.2	Cultural Resources					
	5.2.1 Archaeological and Historical Resources					
	Research Design and Survey Methodology *	LS	1	0	0	
	Cultural Resources Assessment Survey (CRAS) *	LS	1	124	124	The CR 466A CRAS report prepared in 2004 (Survey No. 10195) was reviewed overall archaeological testing appears sufficient, however previous shovel tests will be georeferenced within Phase 3B in order to aid in the determination if additional archaeological field survey is needed based on any design changes, new background information, or changes in compliance expectations; the historical resources survey will need to be updated as it is 20 years old; 1. Project initiation and archaeological and historical background research will be conducted prior to field survey including georeferencing previous survey results (27 hrs); 2. Archaeological field survey will consist of a visual reconnaissance of the corridor will be conducted to show no current conditions and support that no additional survey needed- this will be done by the Architectural Historians; 3. Historic field survey will consist of 2 historians for one long field day (20 hrs). The historic/architectural Area of Potential Effects (APE) includes resources within 200-ft from edge of proposed or existing ROW (this remains in keeping with the 2004 CRAS); anticipate recording 33 new historic resources (built in or prior to 1977) and updating two previously recorded FMSF forms (see FMSF hrs). 4. An abbreviated CRAS will be prepared (2 draft and 1 final) documenting the findings of the analysis (hours include writers for CRAS, clerical, graphics, etc.) (68 hrs). 5. Meetings (Kick-off, progress) (8 hrs), coordination, supervision, QC. Pond sites are not included; no significant design changes or ROW taking anticipated.
	Pond Sites Desktop Assessment *	LS	1	0	0	
	Determinations of Eligibility (DOE) (As Required)	LS	1	0	0	
	Section 106 Case Report *	LS	1	0	0	
	Memorandum of Agreement (MOA) *	LS	1	0	0	
	Section 106 Consultation Meetings	LS	1	0	0	
	Native American Coordination Meeting	LS	1	0	0	
	Section 106 Public Involvement	LS	1	0	0	
	Florida Master Site File Form *	LS	1	123	123	Historic: Anticipate recording 33 new historic resources (built in or prior to 1977) (3.5 hrs/ form= 116hrs) and updating two previously recorded FMSF forms (3.5hrs/ form= 7 hrs)
	5.2.2 Recreational Areas and Protected Lands					
	Data Collection and Analysis	LS	1	0	0	
	Coordination	LS	1	0	0	
	Documentation					
	Section 4(f) Evaluation *	LS	1	0	0	
	Recreational Areas Not Subject to Section 4(f) *	LS	1	0	0	
	State Owned Lands *	LS	1	0	0	
	5.2.3 Section 4(f) and Concurrent Requirements (Optional)					
	Section 4(f) Determination of Applicability *	EA	0	0	0	
	Section 4(f) "de minimis" Documentation *	EA	0	0	0	
	Individual Section 4(f) Evaluation *	EA	0	0	0	
	5.2 Cultural Resources Total				247	
5.3	Natural Resources					
	5.3.1 Wetlands and Other Surface Waters					
	Data Collection	LS	1	0	0	
	Analysis *	LS	1	0	0	
	Conceptual Mitigation *	LS	1	0	0	
	5.3.2 Essential Fish Habitat					
	Data Collection	LS	1	0	0	
	Analysis *	LS	1	0	0	
	5.3.3 Protected Species and Habitat					
	Data Collection and Agency Coordination	LS	1	0	0	
	Specific Survey	LS	1	0	0	
	Analysis *	LS	1	0	0	
	Conservation Measures and Mitigation Plan *	LS	1	0	0	
	5.3.4 Natural Resource Documentation					
	Wetlands or Other Surface Waters Documentation *	LS	1	0	0	
	Essential Fish Habitat (EFH) Assessment *	LS	1	0	0	
	Protected Species and Habitat Documentation and Biological Assessment *	LS	1	0	0	
	5.3.5 Water Resources					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.6 Wild and Scenic Rivers					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.7 Floodplains					
	5.3.8 Coastal Zone Consistency					
	5.3.9 Coastal Barrier Resources					
	5.3 Natural Resources Total				0	
5.4	Physical Effects					
	5.4.1 Highway Traffic Noise					
	Methodology Meeting *	LS	1	0	0	
	Data Collection	LS	1	0	0	

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN RSQ #24-939 AND ASSOCIATES, INC.

ATTACHMENT A – RSQ#24-939

	Traffic Data Review and Formatting	LS	1	0	0
	Field Measurement and Noise Model Validation *	LS	1	0	0
	Construction Noise and Vibration Assessment *	LS	1	0	0
	Noise Analysis	LS	1	0	0
	Noise Abatement Evaluation *	EA	0	0	0
	Noise Study Report (NSR) *	LS	1	0	0
	Public Meetings Support	LS	1	0	0
	5.4.2 Transit Noise and Vibration Impact Analysis *	LS	1	0	0
	5.4.3 Air Quality				
	Data Collection	LS	1	0	0
	Screening Analysis *	LS	1	0	0
	Air Quality Modeling *	LS	1	0	0
	Air Quality Technical Memorandum (AQTM) *	LS	1	0	0
	5.4.4 Construction *	LS	1	0	0
	5.4.5 Contamination				
	Data Collection	LS	1	0	0
	Analysis and Report *	LS	1	0	0
	5.4 Physical Effects Total				0
5.5	Cumulative Effects Evaluation (When Applicable)*	EA	0	0	0
5.6	Project Commitments *	LS	1	0	0
Environmental Analysis and Report Subtotal					247
Hours Subject to QC					247
	Quality Assurance / Quality Control	LS	%	5%	12
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					259

ATTACHMENT A – RSO#24-939

Estimator:

CR466A - Timberport Lane to Poinsettia Ave PD&E Study
430253-6-28-01

presenting	Print Name	Signature / Date
GEC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
5.0	ENVIRONMENTAL ANALYSIS AND REPORTS					
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Evaluation *	LS	1	0	0	
	5.1.1 Social *	LS	1	0	0	
	5.1.2 Economic *	LS	1	0	0	
	5.1.3 Land Use Changes *	LS	1	0	0	
	5.1.4 Mobility *	LS	1	0	0	
	5.1.5 Aesthetic Effects *	LS	1	0	0	
	5.1.6 Relocation Potential					
	Review and Impact Determination *	LS	1	0	0	
	Conceptual Stage Relocation Plan (CSR) *	LS	1	0	0	
	5.1.7 Farmland *	LS	1	0	0	
	5.1 Sociocultural Effects Total				0	
5.2	Cultural Resources					
	5.2.1 Archaeological and Historical Resources					
	Research Design and Survey Methodology *	LS	1	0	0	
	Cultural Resources Assessment Survey (CRAS) *	LS	1	0	0	
	Fond Site Desktop Assessment *	LS	1	0	0	
	Determinations of Eligibility (DOE) (As Required)	LS	1	0	0	
	Section 106 Case Report *	LS	1	0	0	
	Memorandum of Agreement (MOA) *	LS	1	0	0	
	Section 106 Consultation Meetings	LS	1	0	0	
	Native American Coordination Meeting	LS	1	0	0	
	Section 106 Public Involvement	LS	1	0	0	
	Florida Master Site File Form*	LS	1	0	0	
	5.2.2 Recreational Areas and Protected Lands					
	Data Collection and Analysis	LS	1	0	0	
	Coordination	LS	1	0	0	
	Documentation					
	Section 4(f) Evaluation *	LS	1	0	0	
	Recreational Areas Not Subject to Section 4(f) *	LS	1	0	0	
	State Owned Lands *	LS	1	0	0	
	5.2.3 Section 4(f) and Concurrent Requirements (Optional)					
	Section 4(f) Determination of Applicability *	EA	0	0	0	
	Section 4(f) "de minimis" Documentation *	EA	0	0	0	
	Individual Section 4(f) Evaluation *	EA	0	0	0	
	5.2 Cultural Resources Total				0	
5.3	Natural Resources					
	5.3.1 Wetlands and Other Surface Waters					
	Data Collection	LS	1	0	0	
	Analysis *	LS	1	0	0	
	Conceptual Mitigation *	LS	1	0	0	
	5.3.2 Essential Fish Habitat					
	Data Collection	LS	1	0	0	
	Analysis *	LS	1	0	0	
	5.3.3 Protected Species and Habitat					
	Data Collection and Agency Coordination	LS	1	0	0	
	Specific Survey	LS	1	0	0	
	Analysis *	LS	1	0	0	
	Conservation Measures and Mitigation Plan *	LS	1	0	0	
	5.3.4 Natural Resource Documentation					
	Wetlands or Other Surface Waters Documentation *	LS	1	0	0	
	Essential Fish Habitat (EFH) Assessment *	LS	1	0	0	
	Protected Species and Habitat Documentation and Biological Assessment *	LS	1	0	0	
	5.3.5 Water Resources					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.6 Wild and Scenic Rivers					
	Analysis	LS	1	0	0	
	Documentation *	LS	1	0	0	
	5.3.7 Floodplains					
	LS	LS	1	0	0	
	5.3.8 Coastal Zone Consistency					
	LS	LS	1	0	0	
	5.3.9 Coastal Barrier Resources					
	LS	LS	1	0	0	
	5.3 Natural Resources Total				0	
5.4	Physical Effects					
	5.4.1 Highway Traffic Noise					
	Methodology Meeting *	LS	1	0	0	
	Data Collection	LS	1	0	0	
	Traffic Data Review and Formatting	LS	1	0	0	
	Field Measurement and Noise Model Validation *	LS	1	0	0	
	Construction Noise and Vibration Assessment *	LS	1	0	0	
	Noise Analysis	LS	1	0	0	
	Noise Abatement Evaluation *	EA	0	0	0	
	Noise Study Report (NSR) *	LS	1	0	0	
	Public Meetings Support	LS	1	0	0	
	5.4.2 Transit Noise and Vibration Impact Analysis *	LS	1	0	0	
	5.4.3 Air Quality					
	Data Collection	LS	1	0	0	
	Screening Analysis *	LS	1	0	0	
	Air Quality Modeling *	LS	1	0	0	
	Air Quality Technical Memorandum (AQT) *	LS	1	0	0	
	5.4.4 Construction *	LS	1	0	0	
	5.4.5 Contamination					

AGREEMENT FOR PDE STUDY SERVICES FOR CR466A BETWEEN LAKE COUNTY, FL AND KIMLEY-HORN RSQ #24-939 AND ASSOCIATES, INC.

ATTACHMENT A – RSQ#24-939

	Data Collection	LS	1	20	20	Site recon = 10 hrs 2 sites x 4 hrs = 8 hrs 1 pond x 2 hrs = 2 hrs Report 40 hrs	
	Analysis and Report *	LS	1	40	40		
	6.4 Physical Effects Total					60	
5.5	Cumulative Effects Evaluation (When Applicable)*	EA	0	0	0		
5.6	Project Commitments *	LS	1	0	0		
	Environmental Analysis and Report Subtotal					60	
	Hours Subject to QC					40	
	Quality Assurance / Quality Control	LS	%	0%	0		
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					60	

ATTACHMENT A – RSQ#24-939

Estimator:

CR466A - Timbertop Lane to Poinsettia Ave PD&E Study
430253-6-28-01

Presenting		Print Name			Signature / Date	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
6.0	ENVIRONMENTAL DOCUMENT					
	Type 2 Categorical Exclusion (CE) *	LS	1	24	24	Preparation of Type 1 CE
	Environmental Assessment (EA) *	LS	1	0	0	
	Finding of No Significant Impact (FONSI) *	LS	1	0	0	
	Draft Environmental Impact Statement (DEIS) *	LS	1	0	0	
	Final Environmental Impact Statement (FEIS) *	LS	1	0	0	
	Record of Decision (ROD) *	LS	1	0	0	
	Combined FEIS/ROD *	LS	1	0	0	
	State Environmental Impact Report *	LS	1	0	0	
	6.0 Environmental Document Total				24	
6.1	Planning Consistency					
	6.1.1 Transportation Plans	LS	1	0	0	
	6.1.2 Planning Consistency Form *	LS	1	0	0	
	6.1 Planning Consistency Total				0	
				Hours Subject to QC	24	
	Quality Assurance / Quality Control	LS	%	5%	1	
	ENVIRONMENTAL DOCUMENT TOTAL HOURS				25	

ATTACHMENT B - RSQ#24-939

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CSM66A - Timberport Lane to Poinsettia Ave PD&E Study
 County: Lake
 FPN: 430253-6-28-01
 FAP No.: TED

Consult. Name: Archeological Consultants, Inc.
 Consult. No. NA
 Date: 9/8/2025
 Estimator: Mariana Kles

Staff Classification	Tech Staff	Hans	Proj SH	Summary	Pin	Chief Scientist	Senior Scientist	Chief Archaeologist	Scientist	GIS specialist	Secretary Clerical	SI		Average Rate Per Task
												By Activity	By Activity	
Project Description and Objectives	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	HD1M00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	HD1M00
Engineering Analysis and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	HD1M00
Environmental Analysis and Reports	259	0	0	19	24	0	124	57	30	0	5	259	\$11,394	\$4,399
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	\$0	HD1M00
Total Staff Hours	259	0	19	24	57	\$1,217.52	\$6,200.00	\$916.80	\$1,801.20	\$1,035.00	\$163.00	259	\$0	HD1M00
Total Staff Cost	\$0.00	\$0.00	\$1,217.52	\$6,200.00	\$916.80	\$1,801.20	\$1,035.00	\$163.00	\$0.00	\$0.00	\$0.00	259	\$0.00	HD1M00

Overhead: 172.18%
 OPERATING MARGIN: 39.00%
 PCCM (includes Capital Cost Money): 0.092%
 EXPENSES: 6.24%
SALARY RELATED SUBTOTAL:
 Survey (Field - # by Sub) \$0.00
SUBTOTAL - SUBCONSULTANT \$36,187.19
 Optional Services \$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$36,187.19

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.

ATTACHMENT B - 3102411

ESTIMATED DIRECT EXPENSES

The Valerin Group, Inc.
CR 466A PD&E Study from Timbertop Lane to Poinsettia Avenue
Resubmitted: December 9, 2024

Anticipated Direct Expenses	Unit	Cost	Total	Comments
Printing (8.5" x 11" - full color - 2-sided)	1	\$ 442.34	\$ 442.34	Printing of notifications, envelopes and folding of notifications
Printing (8.5" x 11" - full color - 2-sided)	400	\$ 0.47	\$ 188.00	Project fact sheet/agenda, comment cards, etc. for Public Meeting
Print Production/Mounting of Display Boards - Color (24" x 36")	7	\$ 58.05	\$ 406.35	Printing/mounting of boards (7 boards/event)
Printing Production - aerial roll plots (10'x3')	4	\$ 247.25	\$ 989.00	Printing of roll plots of improvements over aerial photo (color printing) (4 roll plots/event)
Advertisements in Newspaper	1	\$ 596.00	\$ 596.00	Advertised once for Public Meeting in <i>Orlando Sentinel - Lake County</i>
Florida Administrative Register (FAR)	1	\$ 109.90	\$ 109.90	Published 7 days prior to public meeting
Facility Rental	1	\$ 1,271.16	\$ 1,271.16	Suitable ADA Compliant Facility
Stamps	254	\$ 0.73	\$ 185.42	Stamps for mailout for public meeting
Total			\$ 4,188.17	

ATTACHMENT B - RSQ#24939

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR466A - Timberlap Lane to Poinsettia Ave PD&E Study
 County: Lake
 FPN: 430253-6-28-01
 FAP No.: TBD

Consult. Name: GBC
 Consult. No.: N/A
 Date: 9/3/2025
 Estimator: Rachel Andrade, P.E.

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer 2	Chief Scientist	MAT CADD/Comp Tech	MAT Secretary/Clerical	MAT Senior Engineering Technician								SH By Activity	Salary Cost By Activity	Average Rate Per Task
Project Description and Objectives	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	HD/V01
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HD/V01
Engineering Analyses and Consideration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HD/V01
Environmental Analysis and Reports	60	2	36	4	4	14	0	0	0	0	0	0	60	\$3,293	\$54.88	
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HD/V01
Total Staff Hours	60	2	36	4	4	14	0	0	0	0	0	0	60	\$0	\$0	
Total Staff Cost		\$190.72	\$2,340.00	\$88.00	\$122.80	\$551.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,292.98	\$54.88

SALARY RELATED COSTS:
 OVERHEAD: \$3,292.98
 OPERATING MARGIN: 188.21% \$6,197.72
 FCCM (Facilities Capital Cost Money): 33.00% \$1,086.68
 EXPENSES: 1.3399% \$44.00
 3.449% \$113.28
SALARY RELATED SUBTOTAL: \$10,734.75
 Survey (Field - if by Sub) \$0.00
SUBTOTAL - SUBCONSULTANT \$10,734.75
 Optional Services \$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$10,734.75

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM v2.24

23-939

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> CR466A Final Design, Lake County, FL <u>Project Manager:</u> Fred Burkett, PE		<u>Project Owners Name & Address</u> Lake County 315 W. Main St. Tavares, FL 32778
<u>Completion Date (Actual or Estimated)</u> Design Completion: January 2008 Subsequent Design Phases Completion: 2022 Construction Completion: November 2009		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u> Fred Schneider, PE Assistant County Manager Email: fred.schneider@lakecountyfl.gov Phone: 352.253.6000
<u>Estimated Cost (In Thousands)</u> Entire Project \$ 20,000,000.00	Work for which firm was/is responsible \$1,184,549.32	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> Kimley-Horn managed and performed the design and permitting of the entire 3.25 mile CR466A corridor from Mayo Drive to US 27/441 for Lake County. The primary project scope consisted of widening and reconstruction the existing roadway from a two-lane rural to a four-lane divided urban typical section with a 12-foot paved multiuse trail and sidewalks.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> The project included drainage design, signing and marking, signalization, right-of-way mapping, utility coordination, geotechnical investigation, environmental assessment, lighting, and landscaping. Environmental resource permits were required through St. Johns River Water Management District (SJRWMD) and Southwest Florida Water Management District (SWFWMD). The project also included public involvement services, including presentations to the Lake County Board of County Commissioners, the Town of Lady Lake City Council and residents, and special group meetings. Kimley-Horn also provided construction phase services.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Hao Chau, PE (Project Engineer); Mark Bacal, PE (Project Engineer); Joe Roberts, PE (Project Engineer); Nicole Heck, PE, IMSA II (Project Engineer)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM v2.24

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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> Round Lake Road Final Design, Lake County, FL		<u>Project Owners Name & Address</u> Lake County 315 W. Main St. Tavares, FL 32778
<u>Project Manager:</u> Mark Bacal, PE		
<u>Completion Date (Actual or Estimated)</u> Ongoing Estimated Design Completion: 2024		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u> Frederick J. Schneider, PE Director of Engineering Email: f.schneider@lakecountyfl.gov Phone: 352.483.9040
Entire Project \$ 2,297,883.95	Work for which firm was/is responsible \$ 1,238,477.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> The existing segment of Round Lake Road from the Orange/Lake County line to Wolf Branch Road will consist of widening from the existing two lane rural roadway to a four lane divided urban roadway. From Wolf Branch Rd to SR 44 a new four lane extension will be provided.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn is providing professional engineering services for improvements to Round Lake Road. Our services include roadway, drainage, permitting, signing and marking, signalization, right-of-way acquisition, geotechnical, and public involvement. The project includes four roundabout designs at both existing intersections and new alignment.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Mark Bacal, PE (Project Manager); Hao Chau, PE (Project Engineer); Sarah Johnson, CE (Environmental Scientist); Victor Gallo, PE (Project Engineer); Tiffany Parker, PE (Project Engineer); Nicole Heck, PE, IMSA II (Project Engineer)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM v2.24

23-939

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> Osceola County PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL <u>Project Manager:</u> Michael Garau, PE		<u>Project Owners Name & Address</u> Osceola County 1 Courthouse Sq #3100 Kissimmee, FL 34741
<u>Completion Date (Actual or Estimated)</u> Ongoing Estimated Completion: December 2024		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u> Stephanie Underwood, PE, In-House Consultant Osceola County Transportation & Transit Department Email: Stephanie.Underwood@OSCEOLA.ORG Phone: 407.742.0565
<u>Estimated Cost (In Thousands)</u> Entire Project \$ 869,717.15	Work for which firm was/is responsible \$ 597,713.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> Project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn was selected by Osceola County to provide engineering and design services for the PD&E study for Nova Road Widening		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Michael Garau, PE (Project Manager PD&E Study); Hao Chau, PE (Deputy Project Manager PD&E Study/ Project Manager Final Design); Mike Woodward, PE (Project Engineer); Sarah Johnson, CE (Environmental Scientist); Victor Gallo, PE (Project Engineer); Joe Roberts, PE (Structural Engineer); Marc Ispass, AICP (Project Planner); Brian Mayer, PE (Project Analyst)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

23-939

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.

<p>Project Name & Location PD&E and Design for Osceola Polk Line Road (CR 532) Widening from Old Lake Wilson Road to US 17-92, CFX/Osceola County, FL</p> <p>Project Manager: Hao Chau, PE</p>		<p>Project Owners Name & Address</p> <p>Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807</p>
<p>Completion Date (Actual or Estimated) Ongoing Estimated Completion: August 2024</p>		
<p>Estimated Cost (In Thousands)</p>		<p>Project Owner's Contact Person, Title, Email, & Telephone Number</p>
<p>Entire Project</p> <p>\$ 3,797,015.55</p>	<p>Work for which firm was/is responsible</p> <p>\$ \$2,193,434.00</p>	<p>David Falk, PE Engineering Project Manager Email: David.Falk@cfxway.com Phone: 407.690.5000</p>
<p>Scope of Entire Project (Please give quantitative indications wherever possible)</p> <p>This project consists of a project development study followed by development of a design plans for construction of CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail). The total project length is approximately 2.9 miles and extends from the existing four-lane section on the east side of the Lake Wilson Road intersection across the RR crossing west of US 17, whereupon the roadway will transition back to a two-lane section.</p>		
<p>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</p> <p>The project includes construction of a four-lane divided roadway with multimodal accommodations as determined in the project development study, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation System, improving a CSX RR crossing, street lighting, and landscaping considerations.</p>		
<p>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</p> <p>Hao Chau, PE (Project Manager); Joe Roberts, PE (Structural Engineer); Mark Bacal, PE (Project Engineer); Matt Fursetzer, PE (Project Engineer); Nicole Heck, PE, IMSA II (Project Engineer); Ramon Breton, PE (Project Engineer); Sarah Johnson, CE (Environmental Scientist); Tiffany Parker, PE (Project Engineer); Victor Gallo, PE (Project Engineer); Tori Bacheler, PWS (Environmental Scientist); Wendy Krehbiel, PE, RSP2I, IMSA II (Project Engineer); Brian Mayer, PE (Project Analyst)</p>		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

23-939

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.

<p><u>Project Name & Location</u> Thompson Nursery Road PD&E and Final Design - Segments 1-5, Polk County, FL</p>		<p><u>Project Owners Name & Address</u> Polk County 3000 Sheffield Road Winter Haven, FL 33880</p>
<p><u>Project Manager:</u> Joe Roberts, PE</p>		
<p><u>Completion Date (Actual or Estimated)</u> Ongoing Estimated Design Completion: 2026 Estimated Construction Completion: 2030</p>		
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, Email, & Telephone Number</u></p>
<p>Entire Project \$ 5,088,870.83</p>	<p>Work for which firm was/is responsible \$ 2,358,219.00</p>	<p>Jose Fernandez, EI, Project Manager Project Management Section Roads & Drainage Division Email: josefernandez@polk-county.net Phone: 863.535.2200</p>
<p><u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven.</p>		
<p><u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> The project is being designed in phases, and Kimley-Horn completed the design of Segment 1 (started by another firm) and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4 and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, and railroad coordination.</p>		
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Joseph Roberts, PE (Project Manager); Hao Chau, PE (Deputy Project Manager); Cris Schooley, AICP (Project Engineer); Mike Woodward, PE (Project Engineer); Nicole Heck, PE, IMSA II (Project Engineer); Ramon Breton, PE (Project Engineer); Tiffany Parker, PE (Project Engineer); Victor Gallo, PE (Project Engineer); Brian Mayer, PE (Project Analyst)</p>		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

23-939

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> Fort Hamer PD&E and Final Design, Manatee County, FL <u>Project Manager:</u> Cris Schooley, PE, AICP		<u>Project Owners Name & Address</u> Manatee County 1112 Manatee Avenue West Bradenton, FL 34205
<u>Completion Date (Actual or Estimated)</u> Ongoing Estimated Completion: December 2024 (Study)		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u> Jerry Varghese, PMP Manatee County Public Works Email: jerry.varghese@mymanatee.org Phone: 941.708.7450 x 7610
<u>Estimated Cost (In Thousands)</u> Entire Project \$ 2,133,741.16	Work for which firm was/is responsible \$ 973,468.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> 4-mile segment. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn was the prime consultant for the PD&E study and final design for widening of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301, approximately four miles, within unincorporated Manatee County. The PD&E study was conducted to FDOT standards to maintain federal funding eligibility for future phases. The bridge (Bridge #134123) included within the project limits, carrying Fort Hamer Road across the Manatee River, is also proposed to be widened to four lanes. The goal of this project is to address the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity within the area.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Cris Schooley, PE, AICP (PD&E Project Manager); Sarah Johnson, CE (Environmental Scientist); Marc Ispass, AICP (Project Planner)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

23-939

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> Downtown Corridor Studies, Kissimmee, FL <u>Project Manager:</u> Mike Woodward, PE		<u>Project Owners Name & Address</u> City of Kissimmee 101 Church Street Kissimmee, FL 34741
<u>Completion Date (Actual or Estimated)</u> Professional Services Completed: January 16, 2018 Construction: Completed December 16, 2018		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u>
Entire Project \$ 274,999.00	Work for which firm was/is responsible \$ 213,502.00	John Hambley, Planning Manager Development Services Department Email: JHambley@kissimmee.org Phone: 407.518.2154
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> Kimley-Horn provided transportation planning and preliminary engineering services for improvements to Downtown Kissimmee along Emmett Street, Broadway, Main Street, and surrounding facilities, from John Young Parkway to Vine Street.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn provided the follow services; Complete Streets, Transportation Planning, Public Involvement, Pedestrian Lighting, and LAP Funding.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Hao Chau, PE (Project Engineer); Mike Woodward, PE (Project Manager); Nicole Heck, PE , IMSA II (Project Engineer); Tiffany Parker, PE (Project Engineer); Stewart Robertson, PE (Project Engineer); Mark Bacal, PE (Project Engineer); Cris Schooley, PE, AICP (Project Engineer); Scott Mingonet, PLA, AICP (Landscape Architect); Stan Russell, UAG (Graphic Designer)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM v2.24

23-939

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> Carroll Street Final Design, Osceola County, FL <u>Project Manager:</u> Hao Chau, PE		<u>Project Owners Name & Address</u> Osceola County 1 Courthouse Square Suite 3100 Kissimmee, FL 34741
<u>Completion Date (Actual or Estimated)</u> Completion: August 2023		
<u>Estimated Cost (In Thousands)</u> Entire Project \$ 1,305,369.26		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u> Nicholas W. Hartley, PE Assistant Director Transportation and Transit Email: nicholas.hartley@osceola.org Phone: 407.742.0518
	Work for which firm was/is responsible \$768,794.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> 1.5-mile segment of Carroll Street that extends from John Young Parkway to Michigan Street in Osceola County. FDOT LAP Funding; Roadway Design; Drainage; Permitting; Signalization; Signing/Pavement Markings; Roadway Lighting		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn was selected to provide final design services for the 1.5-mile segment of Carroll Street that extends from John Young Parkway to Michigan Street in Osceola County. The primary purpose of this project is to widen the existing roadway from three lanes (center turn lane) to a five-lane section with center turn lane and is funded through the FDOT LAP program. Elements of this project include roadway design, drainage, permitting, signalization, signing/pavement markings, and roadway lighting.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Hao Chau, PE (Project Manager); Ramon Breton, PE (QC/QA Reviewer); Nicole Heck, PE, IMSA II (Project Engineer); Joe Roberts, PE (Structural Engineer); Mark Bacal, PE (Project Engineer); Tiffany Parker, PE (Project Engineer); Brian Mayer, PE (Project Analyst)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

23-939

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> SR 72 / Clark Road PD&E and Final Design, Sarasota, FL <u>Project Manager:</u> Cris Schooley, PE, AICP		<u>Project Owners Name & Address</u> FDOT District 1 801 N. Broadway Bartow, FL 33831
<u>Completion Date (Actual or Estimated)</u> Completion Date: June 2025		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u>
Entire Project Study cost \$1,800,000.00 \$ Entire project \$50,000,000.00	Work for which firm was/is responsible \$1,100,000.00	Steven Andrews, Project Manager Environmental Management Email: steven.andrews@dot.state.fl.us Phone: 863.519.2270
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> The scope of the project was for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The proposed typical section included a 4-lane divided roadway with raised median, closed drainage system, and shared use paths on both sides. Four multilane roundabout intersections were also recommended.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley Horn's scope of services was for a PD&E study to prepare design alternatives for the corridor that accommodate pedestrians and bicycles with shared use paths, improve capacity, and enhance safety. The study team analyzed and assessed the project's impact on the social, economic, cultural, natural, and physical environment in accordance with FDOT policy, procedures, and requirements. Final design is an optional service after completion of the study phase.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Cris Schooley, PE, AICP (Project Manager); Victor Gallo, PE (Drainage Engineer); Michael Garau, PE (Public Involvement Lead); Sarah Johnson, CE (Environmental Lead); Jeff Hemphill, CNRP (Environmental Scientist); Tori Bacheler, PWS (Environmental Scientist); Marc Ispass, AICP (Project Planner); Nicole Heck, PE, IMSA II (Signals); Lisa Stone, PE (QC/QA)		

ATTACHMENT C - RSQ#24-939

ATTACHMENT C – SIMILAR PROJECTS FORM^{v2.24}

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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> Nova Road Coalition Study, DeLand, FL <u>Project Manager:</u> Jim Wood, AICP		<u>Project Owners Name & Address</u> FDOT District 5 719 South Woodland Blvd. DeLand, FL 32720
<u>Completion Date (Actual or Estimated)</u> Completion Date: October 2023		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, Email, & Telephone Number</u>
Entire Project \$ 268,501.76	Work for which firm was/is responsible \$ 253,053.00	Steven C. Buck, PE Project Development Administrator Email: steven.buck@dot.state.fl.us Phone: 386.943.5171
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> Limits are from Flomich Street to US 1 (3.9 miles), with a focus area from SR 40 to Wilmette Avenue (1.2 miles). This project brought together stakeholders from area businesses and agencies to build consensus on complete streets recommendations.		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u> Kimley-Horn performed a Corridor Coalition analysis prior to implementing a RRR project in Ormond Beach along Nova Road. Detailed concepts were developed for the focus area, which were considered in the context of the surrounding business access, land use, and anticipated future traffic demand. Safety, multimodal accessibility, and streetscaping elements were prioritized while developing and vetting improvement alternatives. Recommended improvements consist of operational modifications, a lane reduction to provide wide sidewalks with a landscape buffer wide enough to provide shade trees, rain gardens, and other amenities. Florida-friendly landscaping elements were identified and included in the recommended alternative.		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> Jim Wood, AICP (Project Manager); Hao Chau, PE (Project Engineer); Marc Ispass, AICP (Project Planner); Mark Bacal, PE (Project Enigneer); Mike Woodward, PE (Project Enigneer); Scott Mingonet, PLA, AICP (Landscape Architect); Stan Russell, UAG (Graphic Designer)		

ATTACHMENT C - RSQ#24-939

PUBLIC ENTITY CRIMES STATEMENT FORM v.2.24

24-939

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 Lake County (print name of public entity)

By Hao Chau, PE, Vice President (print individual's name and title)

for Kimley-Horn and Associates, Inc. (print name of entity submitting sworn statement)

whose business address is 200 South Orange Avenue, Suite 600, Orlando, FL 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615

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

sworn statement: N/A)

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.

Hao Chau, PE, Vice President Printed Name and Title

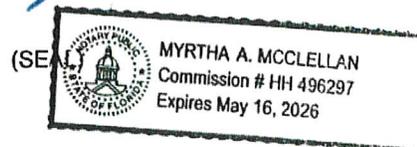
Signature [Handwritten Signature]

STATE OF FLORIDA COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27 day of June, 2024, by HAO CHAU, PE

Personally Known OR Produced Identification Type of Identification Produced

[Handwritten Signature] (Notary Signature)



ATTACHMENT C - RSQ#24-939

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: Kimley-Horn and Associates, Inc.

By: Hao Chau, PE

Date: 6/27/2024

Title: Vice President

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.

ATTACHMENT C - RSQ#24-939

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: Kimley-Horn and Associates, Inc.

By: Hao Chau, PE Date: 6/27/2024

Authorized Signature: 

Title: Vice President

ATTACHMENT C - RSQ#24-939

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?

YES NO

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Kimley-Horn and Associates, Inc. 200 South Orange Avenue, Suite 600 Orlando, FL 32801		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ Assistance Listing Number (ALN), if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
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.	Signature:  Print Name: <u>Hao Chau, P.E.</u> Title: <u>Vice President</u> Telephone No.: <u>407-898-1511</u> Date (mm/dd/yyyy): <u>05/27/2025</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT C - RSQ#24-939

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.

ATTACHMENT C - RSQ#24-939

DRUGFREE WORKPLACE PROGRAM CERTIFICATON v.2.24

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: Kimley-Horn and Associates, Inc.



Hao Chau, PE



AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared (Name of affiant) Brent A. Lenzen who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

- Affiant is the (Title) Vice President of (Business Name) Kimley-Horn and Associates, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
- Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
- Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
- Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 28th day of April, 2025.

BY:

[Signature]
Signature of Affiant

Brent A. Lenzen, PE
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28th day of April, 2025, by Brent A. Lenzen, who is personally known to me or has produced identification (type): _____

[Signature]
(Notary Signature)

(SEAL)

Notary Public State of Florida
Charlene Kunold
My Commission
HH 190797
Exp. 2/19/2026

ATTACHMENT D - RSQ #24-939

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 falls 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.