

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 07/01/2026

TO: Jennifer Barker, County Manager

THRU:

Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Melanie Pompos, Procurement Agent II

SUBJECT: On-Call Transportation Planning and Traffic Engineering Services

MEETING DATE:

8/11/2026

ITEM TYPE: Consent Item

ITEM ID: 43043

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 25-750A - E for transportation planning and traffic engineering services on an as-needed basis to American Structurepoint, Inc. (Indianapolis, IN, serviced through Tampa Office), CDM Smith, Inc. (Boston, MA, serviced through Boca Raton Office), Metric Engineering LLC (Miami, FL, serviced through Lake Mary Office), Patel, Green, and Associates, LLC (Temple Terrace, FL), and Traffic & Mobility Consultants, LLC (Orlando, FL) ; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual estimated fiscal impact is \$300,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures will not exceed available funding in the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department, issued Request For Statement of Qualifications (RFQ) 25-750, to find qualified consultants able to provide as-needed transportation planning and traffic engineering services. The solicitation replaces expiring Contracts 21-0940A-C and provides for an initial one-year term with two additional two-year terms available.

Nineteen (19) responses were received as shown on the attached respondent List. The proposals were evaluated in accordance with the County's formal Selection Committee (SC) process and in compliance with the Competitive Consultant's Negotiation Act (CCNA). The SC reviewed the responses as noted in the attached SC Technical Shortlist Meeting minutes and requested presentations from nine (9) vendors. After the presentations, the SC recommended entering into negotiations with the top five (5) highest-ranking firms as noted in the SC Presentation Meeting minutes. Negotiations resulted in pricing considered fair and reasonable in comparison to rates negotiated under similar contracts, resulting in a formal award recommendation to American Structurepoint, Inc. (Indianapolis, IN, serviced through Tampa Office), CDM Smith, Inc.

(Boston, MA, serviced through Boca Raton Office), Metric Engineering LLC (Miami, FL, serviced through Lake Mary Office), Patel, Green, and Associates, LLC (Temple Terrace, FL), and Traffic & Mobility Consultants, LLC (Orlando, FL).

Fiscal Impact:

\$300,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830310		\$150,000.00
North Central Transportation Benefit District	1148	5056698	860670		\$30,000.00
NE Wekiva Transportation Benefit District	1149	5056699	860670		\$30,000.00
Central Transportation Benefit District	1158	5056680	860670		\$30,000.00
South Transportation Benefit District	1157	5056670	860670		\$30,000.00
2nd Renewal Sales Tax	3050	5056550	860670		\$30,000.00

Advertised Date: 9/8/2025

Paper: Lee Daily
Commercial

Attachments:

1.	Respondent List
2.	25-750 - Technical Shortlist Meeting Notes
3.	25-750 - Presentation Meeting Notes
4.	PAWS AR 25-750
5.	25-750A- Signed_American Structurepoint Inc
6.	25-750B- Signed_CDM Smith Inc
7.	25-750C- Signed_Metric Engineering LLC
8.	25-750D- Signed_Patel Greene and Associates LLC
9.	25-750E- Signed_T&MC LLC

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 07/01/2026
Ron Falanga	Approved - 07/02/2026
Jeffrey Earhart	Approved - 07/02/2026
David Hill	Approved - 07/07/2026
Kerri Andrews	Approved - 07/07/2026
Roberto Bonilla	Approved - 07/08/2026
Rachel Bartolowits	Approved - 07/22/2026
Roberto Bonilla	Approved - 07/28/2026

Kandace Pourbaix	Approved - 07/28/2026
Miranda Lanoue	Approved - 07/28/2026
Jaime Stewart	Approved - 07/28/2026
Melanie Marsh	Approved - 07/30/2026
Jennifer Barker	Approved - 07/30/2026
Marisol Saldana	Final Approval - 07/30/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA,
AND CDM SMITH, INC.
FOR ON-CALL TRANSPORTATION PLANNING
AND TRAFFIC ENGINEERING SERVICES (CCNA)**

RSQ # 25-750B

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY") and CDM Smith Inc., a Massachusetts corporation authorized to conduct business in the State of Florida, its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) #25-750 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

WHEREAS, COUNTY sought through RSQ #25-750 firms or individuals qualified to provide on-call transportation planning and traffic engineering and related consulting services; and

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

WHEREAS, the provision of such services will benefit the Parties and public served by the COUNTY.

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

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT to provide on-call transportation planning and traffic engineering services including a wide range of planning, analysis, design, operations, and construction support tasks as requested by the COUNTY based on individual Task Orders ("Service").
3. **Consultants Competitive Negotiation Act.** Since this is a "continuing contract" under the provisions of Section 287.055, Florida Statutes, professional services provided under this Agreement are limited to individual projects for which the estimated construction cost of the individual project under the contract does not exceed \$7.5 million or, after July 1, 2025, the maximum amount allowed as published by the Florida Department of Management Services; or, for study activities, where the fee for professional services for each individual study under the contract does not exceed \$500,000.00.

4. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide on-call transportation planning and traffic engineering services for the COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

5. **Effective Date and Term.**

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (Effective Date).

B. This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

C. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

6. **Task Orders.** CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific project scope agreed to by the Parties by way of a Task Order. **ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.** It is understood that the project scope may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the County's Purchasing Policies and Procedures.

7. **Open Quantity Contract.** CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

8. **Consultant Personnel.**

A. **Key Personnel.** CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 25-750, shall be available to perform the services described herein for the 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; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT'S Key Personnel, Subconsultants, and Joint Ventures under this Agreement are attached hereto and incorporated herein as **Exhibit B (Composite)**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 23** of this Agreement shall apply to CONSULTANT'S replacement.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual on COUNTY property will result in immediate termination from the job site.

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

9. Pricing.

A. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. Agreement prices will prevail for the full duration of the Agreement.

B. Pricing for each project assigned by the COUNTY to CONSULTANT shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule in effect at the time a Task Order is issued. The personnel needed for each individual project shall be determined through the Task Order. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses. **All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONSULTANT'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.**

10. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to COUNTY using Department as designated in each specific Task Order issued for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by Task Order and each Task Order will be assigned a single identification number for billing purposes. Invoices must reflect the type of service provided to the COUNTY and must include: the contract number; Task Order or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default of contract and its contract may be terminated.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. The COUNTY will make payment on all invoices timely submitted, approved, and accepted by COUNTY, in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONSULTANT, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

D. Other than the fees and rates set forth in **Exhibit B (Composite)**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.

F. Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

G. Compensation of Consultant's Subconsultants and Suppliers. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the

Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers.

11. **Compliance with Grant Funding Requirements.** In the event any part of this Agreement, including project specific tasks, is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms, and agrees to incorporate any required terms in the Task Order or through amendment to this Agreement, as appropriate. 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 by the COUNTY as upon issuance of any such Task Order. CONSULTANT acknowledges that tasks pursuant to this Agreement may be funded by federal aid including FEMA and may be subject to the terms set forth in **Exhibit C (Composite)** attached hereto and incorporated herein.

12. **County Responsibilities.**

A. The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. **Project Manager.** COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The COUNTY retains the right to inspect all work to verify compliance with this contract.

13. **Termination.**

A. **Termination for Convenience.** This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. **Termination for Cause.** This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period. CONSULTANT

agrees that advance notice of termination is waived in the event COUNTY terminates this Agreement for cause..

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated by COUNTY upon thirty (30) calendar days written notice to CONSULTANT, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

D. If any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

14. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the 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 the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

15. Insurance. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit D**, attached hereto and incorporated herein by reference.

16. Professional Services Indemnification. CONSULTANT will indemnify and hold harmless the COUNTY and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. The CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

17. **Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or 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/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents 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 the Agreement or Task Order; COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose will be at COUNTY'S sole risk.

18. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

19. **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.

20. **Contracting with County Employees.** Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

21. **Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

22. **State Registration Requirements.** CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

23. Consultant as Prime; Use of Subcontractors and Subconsultants.

A. 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. CONSULTANT shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement.

B. All subconsultants and subcontractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subconsultants or subcontractors included as part of CONSULTANT'S proposal shall be made during the Term of the Agreement. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subconsultants. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

C. **The combined expenses of subconsultants and subcontractors without a COUNTY contract are limited to ten percent (10%) of the Task Order, not to exceed \$35,000.00.** Subconsultants or subcontractors currently under contract with the COUNTY obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants or subcontractors currently under contract with the COUNTY. No change in subconsultants or subcontractors approved for an individual Task Order will be made without consent of the COUNTY.

D. CONSULTANT shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

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

25. Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

26. Continuation of Work. Any work that commences prior to, and will extend beyond the expiration date of this Agreement must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

27. Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by

members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

28. Acceptance of Professional Services. All services and deliverables provided by CONSULTANT are subject to COUNTY'S review, testing, and written approval prior to acceptance. CONSULTANT shall provide each deliverable and any related work product in accordance with the Scope of Services and applicable specifications, acceptance criteria, and milestones (collectively, the "Specifications"). Upon receipt of any deliverable, COUNTY will, within a reasonable amount of time, review and test the deliverable for conformity with the Specifications (the "Acceptance Period"). Acceptance shall occur only upon COUNTY'S express written notice of acceptance. No use, payment, or delay shall constitute or be deemed acceptance absent such written notice. If COUNTY determines, in its reasonable discretion, that any service or deliverable fails to conform to the Specifications or otherwise do not meet the agreed-upon standards of quality, performance, completeness, or timeliness, COUNTY will provide CONSULTANT with notice of rejection specifying the deficiencies. Upon rejection, the deliverable shall be deemed not accepted and CONSULTANT shall, at its sole cost and expense and without delay, promptly correct, repair, re-perform, or replace the nonconforming services or deliverables to bring them into full conformity with the Specifications. CONSULTANT shall submit the corrected or replacement Deliverable for re-review, which shall trigger a new Acceptance Period

COUNTY'S review, inspection, testing, or use of any services or deliverables before written acceptance shall not constitute acceptance or a waiver of any rights or remedies. CONSULTANT remains responsible for meeting all Specifications and for latent or hidden defects discovered after acceptance in accordance with the warranty and indemnity provisions of this Agreement.

29. Deficiencies in Work. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

30. County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONSULTANT and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONSULTANT is not exempt from paying sales tax to its suppliers

for materials to fulfill contractual obligations with the COUNTY, nor will CONSULTANT be authorized to use any of the County's Tax Exemptions in securing such materials.

31. Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

32. Estimated Quantities. CONSULTANT acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

33. Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONSULTANT to obtain a price quote for the similar or ancillary items.

34. Safety. To the extent required for the Services provided under this Agreement, CONSULTANT, when performing any field work or job-site related services, shall at all times (a) comply with all applicable federal, state, and local occupational health and safety laws, regulations, and orders; (b) comply with all COUNTY, Contractor, and site-specific safety rules, policies, procedures, and orientations communicated to CONSULTANT; and (c) follow the lawful directions of the site safety manager or other authorized safety personnel. Consultant shall, at its own expense, furnish and properly use appropriate personal protective equipment (PPE) required by applicable law or site policy for the activities to be performed, which may include, without limitation, hard hats, high-visibility garments, safety footwear, eye and hearing protection, gloves, and respiratory protection as applicable. Consultant shall ensure that all PPE is in good condition, properly fitted, and used in accordance with manufacturer instructions and site requirements. Notwithstanding anything to the contrary, CONSULTANT is solely responsible for the safety of its personnel and subcontractors performing work under this Agreement.

35. Safety Data Sheets. To the extent required for the Services provided under this Agreement, CONSULTANT is responsible for ensuring COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material made under this Agreement. CONSULTANT shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

36. Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

37. Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. CONSULTANT must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONSULTANT use COUNTY cleaning supplies or equipment. Upon final completion, the CONSULTANT shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONSULTANT fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the**

CONSULTANT'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.

38. Protection of Property & Risk of Loss. To the extent applicable to the Services provided under this Agreement, all existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONSULTANT while providing goods or services under this Agreement. CONSULTANT will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT'S operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONSULTANT.

39. Licenses and Permits.

A. CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

B. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services.

C. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONSULTANT subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONSULTANT is responsible for verifying the competency of its subcontractor or supplier.

40. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

41. Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

42. **Responsibility as Employer.** CONSULTANT shall provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

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

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

45. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

46. **Right to Audit.**

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records

shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

D. CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

47. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the 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 the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. 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 the COUNTY to perform the services identified in this Agreement.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. 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 the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the 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 the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

48. **Confidential and/or Exempt Information.** CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion of each task order, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

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

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

50. **Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or

limits of liability. Nothing will inure to the benefit of any third Party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

51. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but 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, national disasters, wars, riots, transportation problems and any other 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.

52. Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days of the event giving rise to the claim, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not

preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

54. Public Entity Crimes. As provided by Section 287.133, Florida Statutes, 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 Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

55. Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

56. Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

57. Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

58. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more

and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

59. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

60. Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

61. Net Zero Policies. Per Section 377.816, Florida Statutes, the COUNTY does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

62. Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONSULTANT agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

63. Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONTRACTOR agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONTRACTOR'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

64. Certification Regarding Scrutinized Companies. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. 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 the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONSULTANT, by entering this Agreement, 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. The CONSULTANT further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the 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.

65. Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; using forced labor in the performance of the Agreement; destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arrange housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

66. Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

67. ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects

D. 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.

81. Scope of Agreement: This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

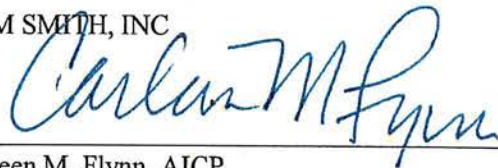
This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A (Composite)	Scope of Services, Addenda, and Submittal Forms.
Exhibit B (Composite)	Pricing Schedule & Consultant's Key Personnel, Subconsultants, and Joint Ventures.
Exhibit C (Composite)	FEMA and Federal Aid Terms.
Exhibit D	Insurance Requirements.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

CDM SMITH, INC



Carleen M. Flynn, AICP
Principal and Client Service Leader
Engineering Business Registry #20

This 26th day of June, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 14 day of August, 2026.

ATTEST:



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



Approved as to form and legality:



Melanie Marsh
County Attorney

Exhibit A
Scope of Services, Addenda, and Submittal Forms
TRANSPORTATION AND
ENGINEERING SERVICES, ON-CALL

1. BACKGROUND

County shall establish a vendor pool of qualified consultants and multi-faceted firms to provide professional services for transportation and engineering services on an as-needed, task order basis. The selection of contract vendors for task assignments under a multiple award continuing contract will be in accordance with F.S. 287.055, in which the estimated construction cost of each individual project does not exceed \$4,000,000 (\$4 million), and study activities not to exceed \$500,000.

Consultants selected shall be responsible for a wide range of planning, analysis, design, operations, and construction support tasks as requested by the County. All services shall be performed upon written authorization issued via task order. No work shall commence without a fully executed task order specifying the project scope, required deliverables, schedule, and purchase order or other funding authorization.

The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. Orders may be funded in whole or in part with federal funds and is subject to federal requirements including but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. Work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 2.1. Provide and make available the necessary qualified personnel, facilities, and materials to perform the required services through its own employees or employees of subcontractors.
- 2.2. Ensure compliance with funding conditions and provide support services as needed.
- 2.3. Cooperate and assist the County with representatives of any federal or state agency, such as but not limited to, FDOT, FHWA, FEMA.
- 2.4. Supervise and direct the work under the resulting contract(s) and all subconsultants that are utilized.
- 2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
- 2.6. Maintain regular communication with the County to ensure alignment with agency goals and project requirements.
- 2.7. Provide all deliverables in electronic format, including plans, reports, studies, and supporting data, as required for project closeout and record-keeping.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1. Reserve the right to award contracts to one or more vendors.
- 3.2. Reserve the right to add or remove services in conjunction with the County's needs.
- 3.3. Reserves the right to assign task orders at its sole discretion and may select any consultant from the vendor pool for any given task based on qualifications, availability, or other factors deemed appropriate by the County.

TRANSPORTATION AND ENGINEERING SERVICES, ON-CALL

- 3.4. Provide the necessary project documents required to complete the technical requirements.
- 3.5. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
- 3.6. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. EMERGENCY RESPONSE AND SUPPORT

In the event of a declared emergency by the Federal Government, the State, or any Local Municipality (including but not limited to hurricanes, natural disasters, public health emergencies, and other major weather events), the Contractor shall provide full cooperation and timely assistance in satisfying all applicable federal, state, or local reimbursement requirements. The contractor shall prioritize all requests for goods and services required on a first priority basis and at the established contractual pricing.

- 4.1. Contractor shall provide a twenty-four (24) hour emergency contact phone number capable of receiving calls, texts, and emails. The contractor shall respond to such communications, either verbally or digitally, within one (1) hour of receipt of notification.
- 4.2. Upon notification of the required services, Contractor shall maintain operational readiness and remain on "standby" status for immediate response as soon as conditions are deemed safe for deployment.
- 4.3. The contractor shall comply with the following federal documentation requirements:
 - 4.3.1. Submit clear before and after photographs of all work areas. Photographs must contain intact and unaltered meta-data, including date and timestamp.
 - 4.3.2. Document the precise start and completion times corresponding to the meta-data in the before and after photographs.
 - 4.3.2. Document a comprehensive list of all equipment used on-site, identifying the type and quantity of equipment used.

5. OWNERSHIP OF DELIVERABLES

- 5.1. Any reports, specifications, drawings, blueprints, negatives, electronic files, or other documents prepared by the Consultant in the performance of its obligations shall be the exclusive property of the County.
- 5.2. Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting Contract without the prior written consent of the County.
- 5.3. Documents prepared or developed by the Contractor shall remain the property of the contractor until compensation is received for performing services and producing such documents.
- 5.4. Contractor shall keep and maintain adequate records and support documentation for a minimum of five (5) years from the date of termination of this contract which cannot be used without written consent from the County.

TRANSPORTATION AND ENGINEERING SERVICES, ON-CALL

- 5.5. County agrees that the Consultant shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.
- 5.6. County reserves the right to audit, inspect, and copy all records during regular business hours as deemed necessary during the period of any agreement and during the period of five (5) years thereafter.

6. TECHNICAL REQUIREMENTS

6.1. Transportation Planning

- 6.1.1. Review of traffic impact studies related to Lake County Impact Fee.
- 6.1.2. Review of traffic impact study.
- 6.1.3. Conduct and review the adopted Lake County Transportation Models and related transportation studies.
- 6.1.4. Project development and environment studies.
- 6.1.5. Review of development of regional impact studies (DRI).
- 6.1.6. Transit Development Plan Update.
- 6.1.7. Interregional transportation study or investigation, neighborhood studies.
- 6.1.8. Concurrency reviews.
- 6.1.9. Other study tasks as required.

6.2. Traffic Engineering

- 6.2.1. Arterial analysis.
- 6.2.2. Preliminary engineering plans.
- 6.2.3. Traffic signal warrant analysis.
- 6.2.4. Traffic signal design.
- 6.2.5. Traffic safety studies and design.
- 6.2.6. Intersection design, sidewalk, streetlight studies and design.
- 6.2.7. Traffic counts.
- 6.2.8. Other tasks as needed.
- 6.2.9. Roadway design.

7. TASK ORDER AUTHORIZATION

Task order authorization is a written document executed by both parties setting forth and authorizing professional services, tasks, or work consistent with the contract documents.

7.1. Task orders shall include:

- 7.1.1. Project specific scope of work.
- 7.1.2. Project completion date.

TRANSPORTATION AND ENGINEERING SERVICES, ON-CALL

7.1.3. Statement of hour estimate and fee schedule for services in accordance with contract pricing.

7.2. No work shall commence without obtaining task order authorization.

7.3. A purchase order will be issued by the County after task order authorization.

8. SUPPLEMENTAL TASK AUTHORIZATIONS (CHANGE ORDERS)

8.1. Additional services shall be administered and authorized as supplemental task authorizations or change orders.

8.2. Contractor shall not provide or perform any additional services until a written task authorization is agreed to and executed by both parties.

8.3. County will not incur nor accept any obligation to compensate the contractor for any additional services performed without authorization.

8.4. Supplemental Task Authorizations shall include:

8.4.1. Scope of the additional services requested.

8.4.2. Basis of compensation in accordance with contract pricing.

8.4.3. Schedule for project completion.

9. SUBCONTRACTORS

9.1. Subconsultants who perform work under the resulting Contract shall be responsible to the prime Consultant.

9.2. Contractor agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

9.3. There shall be no replacement of subcontractors without prior written approval from the County.

9.4. All terms and conditions set forth in this solicitation including any state or federal funding agency requirements shall be incorporated in full into any subcontract awarded to a recipient performing work under any contract resulting from this solicitation.

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Office of Procurement Services

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

SOLICITATION: Transportation and Engineering Services, On-Call

09/12/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. We noticed the On Call Contract was advertised with a letter submittal date of 10/7/25, is there a proposed shortlisting/presentation date identified?

A. See Revised Bid Document Section 7 – Procurement Schedule Estimate

Q2. Is there a DRAFT Agreement for the abovementioned solicitation, “Transportation and Engineering Services On-Call”?

A. Refer to the bid document, Section 2 – Exhibits and Section 3 – Attachments for a list of all bid documents for this solicitation.

ADDITIONAL INFORMATION

Revised Bid Document

Added Section 7 – Procurement Schedule Estimate

Revised Section 9.5.2 – Subcontractors - to remove Joint Venture language

ACKNOWLEDGEMENT

Firm Name: CDM Smith Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Carleen M. Flynn*

Date: 10/7/2025

Print Name: Carleen M. Flynn

Title: Principal

Primary E-mail Address: flynnm@cdmsmith.com

Secondary E-mail Address: mulandijn@cdmsmith.com



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

SOLICITATION: Transportation and Engineering Services, On-Call

09/22/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q3. We noticed the On Call Contract was advertised with a letter submittal date of 10/7/25, is there a proposed shortlisting/presentation date identified?

A. See Bid Document Section 7 – Procurement Schedule Estimate

Q4. I am trying to complete the **Team Composition Form**, but I have more personnel that I would like to add to the "Consultant" team than lines that are provided. Since this document is locked, is it possible to get an unlocked version that I can add/delete lines as necessary, or can you please add 7 more rows to the "Consultant" table?

A. The Team Composition form is a standardized form and cannot be altered. However, more than one form can be completed and submitted with the bid proposal.

Q5. May we please have a sample contract to review?

A. Refer to Addendum No. 1, Q2. There is no sample contract available or attached to this solicitation.

Q6. On page 2 of the RSQ package, section 2.0 Exhibits – Exhibit C, the County has updated the indemnification language to include a clause that states the Consultant will indemnify the County for defects in design, or errors or omissions that result in material cost increases to the County. The limitation of liability within statute 725.08 does not include this requirement and therefore makes this indemnification noncompliant with the Florida Statute 725.08. Would the County please make all indemnification requirements within this RSQ compliant with the Florida Statute 725.08? We suggest the following language which is directly from the Florida Statute 725.08 Design Professional Contracts; limitation in indemnification. *"The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."*

A. The County acknowledges the indemnification language in Section 2.0, Exhibit C. As Florida Statute 725.08 applies to design professional contracts and Florida Statute 768.28 governs sovereign immunity for governmental entities, the indemnification provisions in this RSQ will remain as stated in the bid documents.

- Q7. Would the County please remove the "Warranty" and "Deficiencies in Work to be Corrected by the Contractor" provisions on page 5 of Exhibit C? We believe those sections are not applicable to the services provided by design professionals. Design professionals providing professional services, unlike contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard of care.
- A. No. This is a standard contract provision and does not impose obligations beyond those required by applicable professional standards.
- Q8. Would the County please remove the "Safety", "Clean-Up", and "Protection of Property" provisions on pages 7 and 8 of Exhibit C? We believe those sections are not applicable to the services provided by design professionals. Design professionals providing professional services, unlike contractors who provide materials and goods and services on the project site, cannot be responsible for their safety, means, methods, and or site conditions.
- A. No. This is a standard contract provision and does not impose obligations beyond those required by applicable professional standards.
- Q9. Will resumes of only key staff fulfill the requirement listed under 8.5.2 "Subcontract/Joint Ventures" where the bullet states "Resumes or information about the proposed individuals may be attached." And may we place these in an appendix?
- A. Refer to Addendum No. 1 – Additional Information. See Section 9.5 of the bid document.
- Q10. Will copies of licenses or permits of only key staff fulfill the requirement listed under 8.5.2 "Subcontract/Joint Ventures" where the bullet states "Include copies of any required licenses or permits." And may we place these in an appendix?
- A. Refer to Section 9.5 of the bid document. Licenses and permits shall be limited to the personnel listed on Attachment 2 – Team Composition and may be attached to the completed form.
- Q11. May the forms listed under 8.5.3 "Forms" be placed in an appendix?
- A. Refer to Addendum No. 1 – Additional Information. Refer to Section 9.5 of the bid document.
- Q12. Being that we are proposing as a Prime for this on-call, and we are proposing to use a subconsultant(s), what information is required of the subconsultant within the body of the RSQ? Do they need to fill out any forms or present any licenses or permits for their business and individual staff?
- A. Refer to Addendum No. 1 – Additional Information. Refer to Section 9.5 of the bid document.
- Q13. Is there a page size requirement for the org chart? Can we use a 11x17?
- A. No. 8x11 is preferred.
- Q14. Is there a page number limit to the proposal?
- A. Refer to bid document, Section 8 – Method of Award.
- Q15. Do the example projects need to be completed, or can they be ongoing?
- A. There are no example projects. Refer to the bid documents.
- Q16. Is there a time frame limit for project examples?
- A. Refer to Q15.

Q17. Does the proposing team as a whole need to demonstrate coverage of all Technical Requirements listed in Section 6 of the Solicitation, or is it acceptable for the prime proposer to specialize in certain categories while subcontractors provide the remaining expertise?

A. That is acceptable. However, the Prime Consultant at a minimum shall provide one professional engineer, registered with the Florida State Board of Professional Engineers.

Q18. Will the digital signature of the individual authorized to bind the firm be accepted?

A. Signatures will be accepted as identified in Attachment 1 – Submittal, Section 12.0

Q19. What type of contract will this be? T&M, FFP, or CPFF?

A. Refer to Attachment 1 – Submittal Section 1.0, Term of Contract.

Q20. In 9.0 Delivery and Submittal Requirements, 9.4 says:

Submission constitutes a binding offer to the County and acceptance of all terms and conditions specified in this Solicitation. Do not alter the content or format of any form without the County's permission. Ensure all information is legible.

In Attachment 6 - Conflict of Interest the year 2004 is already entered where one would execute the form:

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 2004

Personally Known _____
OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

and in Attachment 9 - Byrd Anti-Lobbying Certification the year 2021 is already entered where one would execute this form:

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Please check the appropriate box:

☐ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 2021

Will the County please advise if these forms may be altered or if these forms will be replaced?
A. Refer to the revised documents.

ADDITIONAL INFORMATION

Attachment 6 – Conflict of Interest has been revised.

Attachment 9 – Byrd Anti-Lobbying Certification has been revised.

ACKNOWLEDGEMENT

Firm Name: CDM Smith Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Carleen M. Flynn*

Date: 10/7/2025

Print Name: Carleen M. Flynn

Title: Principal

Primary E-mail Address: flynnm@cdmsmith.com

Secondary E-mail Address: mulandijn@cdmsmith.com



Office of Procurement Services

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

SOLICITATION: Transportation and Engineering Services, On-Call

09/25/2025

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THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q21. May we request additional clarification on the information provided for Collusion on Page 2 of 4 of Exhibit C. More specifically as it relates to teaming. For example, if two (2) separate firms are intending to submit as the Prime consultant and are also intending to serve on each other's team as a subconsultant, would these conditions be considered collusion?

A. Refer to Exhibit C – General Terms and Conditions, Section - Collusion

Q22. Question 14 answer about proposal page limit. – We were told to refer to **Bid Document Section 8 – Method of Award** for the answer to the page limit. After review, there is no mention of page limit at all in this section. Can you confirm if there is a page limit to any specific section required of the proposal or for the overall proposal? If so, what is said number?

A. Section 8 details the award procedure and serves as a guide for vendors to prepare their bid submissions in accordance with the competitive bidding process. Section 9 outlines the required bid documents. Any additional documents shall provide support for the criteria outlined in Section 8. The choice of page size and the total number of pages is at the vendor's discretion, as the required bid documents are provided.

Q23. Section 9.5.3 "Forms" does not specify whether the forms need to be filled out by only a Prime or subs of prime. Does the subcontractor need to fill out the forms within 9.5.3 under the submission of a Prime?

A. Section 9 and all subsections thereafter refers to the Vendor's Profile.

Q24. Can we submit both as the prime and as a subconsultant on another team?

A. Refer to Q22A, second sentence.

Q25. Please confirm the text under Emergency Response and Support in the Scope of Work pertains to contractors working on projects and not the consultants submitting on this On-Call? If this applies to the consultant, does this mean your agency is looking for local firms to meet these requirements?

A. All sections in Exhibit A – Scope of Work applies to vendors submitting a bid for this solicitation. Refer to Attachment 1 – Submittal, Section 10 Local Preference.

Q26. Does the consultant need to be able to provide all the services under 6.1 Transportation Planning and 6.2 Traffic Engineering to submit for those categories?

A. No. Preference will be given to vendors that provide all services in Exhibit A – Scope of

Work.

Q27. Do we follow the order under the Method of Award 8.2 on pages 3/4 or under Delivery and submittal requirements 9.5 on pages 6/7/8 when compiling/assembling our submittal?

A. Refer to Section 9 – Delivery and Submittal.

Q28. Under 9.5.2 it states, “Completed Attachment 2 – Team Composition Form - Include copies of any required licenses or permits” What licenses are required?

A. Licensing is required for all professional services as defined by Florida Statute for all subconsultants listed on Attachment 2 – Team Composition.

Q29. Under 9.5.2 it states, “Completed Attachment 2 – Team Composition Form - Include copies of any required licenses or permits” Does the firm need to have a registered Professional Engineer for Florida on the team?

A. Requires a Professional Engineer licensed by the Florida Board of Professional Engineers in accordance with Chapter 471, Florida Statutes

Q30. Does this submittal have a local preference?

A. Refer to Attachment 1 – Submittal, Section 10 Local Preference.

Q31. Under 8.2.3. Past Performance it states, “Provide at least three verifiable references on Similar Projects Attachment for projects completed within five years similar in magnitude to the Solicitation. List no more than two Lake County Government projects”.

A. Correct.

Q32. Under 8.2.4. it states, “Proposed materials and plans to accomplish tasks.” What information do you want provided since this an On-Call and there is not a specific contract or project?”

A. Refer to Exhibit A – Scope of Work.

Q33. Under 8.7.3 Weighted Evaluation Criteria for Shortlisting Firms it states, “The capacity to accomplish the work in their proposed completion schedule. (10 points) - Consultant has adequate staff for this project.” What information do you want provided since this an On-Call and there is not a specific contract or project?”

A. Refer to Exhibit A – Scope of Work.

Q34. Under 8.7.3 Weighted Evaluation Criteria for Shortlisting Firms, Understanding of the project (20 points) it states, “Consultant demonstrated understanding of key elements of the project”. What information do you want provided since this an On-Call and there is not a specific contract or project?

A. Refer to Exhibit A – Scope of Work.

Q35. Under 8.7.3 Weighted Evaluation Criteria for Shortlisting Firms, Understanding of the project (20 points) it states, “Consultant has assigned sufficient staff levels for the project.” What information do you want provided since this an On-Call and there is not a specific contract or project?

A. Refer to Exhibit A – Scope of Work.

Q36. Under 8.7.3 Weighted Evaluation Criteria for Shortlisting Firms, Approach to the project (20 points) it states, “Consultant recognized & identified special circumstances on the project”. What information do you want provided since this an On-Call and there is not a specific contract or project?

A. Refer to Exhibit A – Scope of Work.

Q37. Under 8.7.3 Weighted Evaluation Criteria for Shortlisting Firms, Approach to the project (20 points) it states, "Consultant provided logical approach to tasks and issues of the project". What information do you want provided since this an On-Call and there is not a specific contract or project?

A. Refer to Exhibit A – Scope of Work.

Q38. Please confirm that the Statement of Interest & Understanding of Project is the cover letter?

A. Refer to Section 9.0 – Delivery and Submittal

Q39. Where would you like the project organizational chart placed?

A. Refer to Section 9.0 – Delivery and Submittal

Q40. Under 9.5.2 it states, "Completed Attachment 2 – Team Composition Form - Resumes or information about the proposed individuals may be attached". This would be a lot of people if we are including junior and technical staff that may work on the project depending on the task order. Can we include this information for just the Key Personnel that would lead the projects?

A. Yes.

Q41. There is a paragraph beginning with "Any requirement involving use of professional services identified within Section 287.055" on page 7. Do we comment on this text or is this informational only?

A. Refer to Section 9.5.3 for documents required for vendor completion.

Q42. Under 9.5.4. Proposed Solution it states, "Proposal shall be a clear, detailed outline of the approach, staffing plans, and required equipment allowing for evaluation of strategy and optimization of resources to best meet project objectives". What information do you want provided since this an On-Call and there is not a specific contract or project?

A. Vendors shall demonstrate their firm's capability of completing the tasks listed in Exhibit A – Scope of Work.

ADDITIONAL INFORMATION

Refer to revised Bid Document to include Section 2 - Qualifications

ACKNOWLEDGEMENT

Firm Name: CDM Smith Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Carleen M. Flynn*

Date: 10/7/2025

Print Name: Carleen M. Flynn

Title: Principal

Primary E-mail Address: flynnem@cdmsmith.com

Secondary E-mail Address: Mulandijn@cdmsmith.com



Office of Procurement Services

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

SOLICITATION: Transportation and Engineering Services, On-Call

10/07/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS FROM 10/07/25
AT 3:00 PM TO 10/8/25 AT 3:00 PM DUE TO BID PORTAL TECHNICAL DIFFICULTIES

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: CDM Smith Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Carleen M. Flynn*

Date: 3/9/2026

Print Name: Carleen M. Flynn

Title: Principal

Primary E-mail Address: Flynncm@cdmsmith.com

Secondary E-mail Address: ween70@gmail.com

The undersigned hereby declares: CDM Smith, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **TRANSPORTATION AND ENGINEERING SERVICES, ON-CALL** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority, or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC, purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number XXXXX

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): SK8BJTEP5KB3

10.0 LOCAL VENDOR PREFERENCE – N/A**11.0 GENERAL VENDOR INFORMATION**

Firm Name: CDM Smith Inc

Street Address: 101 Southhall Lane, Suite 200

City: Maitland State and ZIP Code: FL, 32751

Mailing Address (if different): 101 Southhall Lane, Suite 200

Telephone: 407-660-2552

Purchase Order Email Address: flynnm@cdmsmith.com

Federal Identification Number / TIN: F04-2473650

12.0 SUBMITTAL SIGNATURE

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

Name of Legal Representative Submitting this Proposal: *Carleen M. Flynn*

Date: 10/7/2025

Print Name: Carleen M. Flynn

Title: Principal

Primary E-mail Address: flynnm@cdmsmith.com

Secondary E-mail Address: Mulandijn@cdmsmith.com

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

[The remainder of this page is intentionally blank]



**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) Carleen Flynn, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Principal-in-Charge of (Business Name) CDM Smith, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *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.
3. *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.
4. *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."
5. 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 25th day of September, 2025.

BY:

Signature of Affiant

Carleen Flynn

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 25 day of September, 2025, by Carleen Flynn, who is ☒ personally known to me or ☐ has produced identification (type): _____.

April Michelle Humphries
(Notary Signature)

(SEAL)



CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted, and
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5, above.

COMPANY NAME: CDM Smith, Inc.

ADDRESS: 101 Southhall Lane, #200 & #250

CITY: Maitland

STATE & ZipCode: FL 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: _____



Printed Name: Carleen Flynn

Title: Principal-in-Charge

Date: 9/25/2025

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.

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

3. The Consultant further agrees that the original agreement price and any additions thereto will be adjusted to exclude any significant sums by which Lake County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement.

CONSULTANTFirm Name: CDM Smith, Inc.Signature: Carleen M FlynnPrint Name: Carleen FlynnTitle: PrincipalThis 25 day of September, 2025.State of FloridaCounty of OrangeThe foregoing instrument was acknowledged before me this 25th day of September, 2025by Carleen Flynn

(print name of officer or agent)

on behalf of CDM Smith Inc.

(name of corporation/entity)

He/she is personally known to me or has produced

_____ as identification.

(NOTARY SEAL)

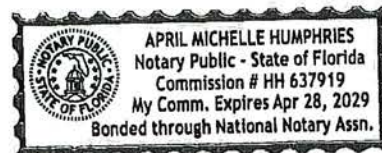
April Michelle Humphries
Notary SignatureApril Michelle Humphries
Print NameApril 28, 2029
Commission Expiration:

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) Carleen Flynn am the (*title*) Principal and the duly authorized representative of the firm of (*Firm Name*) CDM Smith, Inc. whose address is 101 Southhall Lane, #200 & #250, Maitland, Florida 32751, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: Carleen M FlynnPrinted Name: Carleen FlynnFirm Name: CDM Smith, IncDate: 9/25/2025Sworn to and subscribed before me this 25th day of September 2004 2025Personally Known ☒OR Produced Identification ☐ Type of Identification My Commission Expires 4-28-2029April Michelle Humphries

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, Carleen Flynn, hereby declare that I am
(NAME)

Principal of CDM Smith, Inc.
(TITLE) (FIRM)

of Maitland, Florida
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: CARLEEN M. FLYNN, PRINCIPAL
NAME AND TITLE PRINTED

WITNESS: James Blum

BY: Carleen M Flynn
SIGNATURE

WITNESS: Michelle Humphries

Executed on this 23rd day of September, 2025

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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, FL
(print name of public entity)

By Carleen Flynn, Principal
(print individual's name and title)

for CDM Smith, Inc.
(print name of entity submitting sworn statement)

whose business address is 101 Southhall Lane, #200 & #250, Maitland, Florida 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-2473650

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

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

Signed and Delivered on the day of September 23, 2025.

BY: Carleen M Flynn
Signature of Affiant

CARLEEN M. FLYNN
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 23 day of September, 2025, by
Carleen Flynn, who is ☒ personally known to me or ☐ has produced
identification (type): _____.

(SEAL)



April Michelle Humphries
(Notary Signature)

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies to the best of one's knowledge and belief that:

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 Form to Report Lobbying," 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Please check the appropriate box:

☒ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 25th day of September, 2025

By: Carleen Flynn

(Type or Print Name)



(Signature of Executing Official)

Principal

(Title of Executing Official)

CDM Smith, Inc.

(Name of Organization/Applicant)

Lake County Florida

RSQ 25-750 - Transportation and Engineering Services, On-Call

CDM Smith, Inc.

January 15, 2026

Labor Category	Hourly Billing Rate*
Principal	\$360.00
Chief Engineer 2	\$310.00
CEI Manager	\$305.00
Chief Engineer 1	\$290.00
Chief Planner	\$270.00
Senior Engineer	\$245.00
Senior Planner	\$225.00
Project Engineer	\$205.00
GIS Specialist	\$190.00
Senior Inspector	\$185.00
Project Planner	\$170.00
EIT/Planner	\$155.00
Contract Support	\$150.00
Inspector	\$125.00
Secretary/Clerical	\$115.00

*Hourly billing rate includes labor, overhead and profit but does not include direct expenses.

CEI: Construction Engineering and Inspection

GIS: Geographic Information System

EIT: Engineer in Training

Lake County
25-750 Transportation and
Engineering Services, On-Call



Dewberry®

Standard Hourly Billing Rate Schedule

Labor Classification	Hourly Rate (Loaded)
Project Manager 3	\$315.00
Chief Engineer 2	\$300.00
Chief Engineer 1	\$285.00
Senior Engineer 2	\$270.00
Senior Engineer 1	\$255.00
Engineer 2	\$210.00
Engineer 1	\$165.00
Engineering Intern	\$150.00
Senior Designer	\$135.00
Chief Scientist	\$210.00
Environmental Specialist	\$120.00
Scientist	\$105.00
Secretary / Clerical	\$105.00



100 E. Pine Street, Suite 600
Orlando, FL 32801

o: 407.246.0044

Lake County Transportation and Engineering Services On-Call RFP 25-750

Individual classifications for personnel hourly rates are as follows:

Category	Loaded Billable Rate
Project Manager	\$332.44
Principal Engineer	\$345.91
Chief Engineer	\$280.33
Senior Engineer	\$280.77
Project Engineer	\$241.84
Engineering Intern	\$133.27
Engineering Technician	\$122.79
Design Intern	\$65.89
Administrative/Clerical	\$98.53

Kimberly C. Horlander, President

Printed Name and Title

January 13, 2026

Date



Signature



January 14, 2026

RE: Lake County - Transportation and Engineering Services, On-call (RSQ # 25-750)

VIBEngineering, Inc.'s (VIBE's) rates for the above referenced project.

Schedule of Rate Values
VIBE

CLASSIFICATION	BILLABLE RATE
Chief Designer	\$209.25
Chief Engineer 1	\$333.75
Chief Engineer 2	\$322.50
Engineer 1	\$172.50
Engineer 2	\$181.50
Engineer Intern	\$132.75
Engineering Technician	\$102.75
Secretary/Clerical	\$121.50
Senior Engineer 1	\$215.25
Senior Engineer 2	\$282.00
Senior Engineering Technician	\$123.25
Transportation Data Technician	\$ 72.75

Sincerely,
VIBEngineering, Inc.

A handwritten signature in blue ink that reads "Sara E. Calhoun". The signature is written in a cursive, flowing style.

Sara E. Calhoun, PE
President

6914 West Linebaugh Avenue, Tampa, FL 33625
Phone: 813.264.2508
VIBEngineering.com



13241 Bartram Park Boulevard, Suite 1109
Jacksonville, FL 32258
www.osiris9.com

Schedule of Proposed Prices/Rates

Date: 01/14/2026

NAME OF CONTRACTOR: Osiris 9 Consulting, LLC

Proposal Number: Lake County - 25-750 Transportation and Engineering Services, On-Call

Average hourly direct labor rates (loaded rates with overhead, profit, and fringe benefits)

Principal	\$ <u>385.78</u> hr.
Chief Engineer	\$ <u>380.05</u> hr.
Project Manager (Responsible Professional)	\$ <u>315.30</u> hr.
Sr. Engineer	\$ <u>279.76</u> hr.
Engineer 1 (Registered PE)	\$ <u>181.26</u> hr.
Engineering Intern (Registered - EI)	\$ <u>131.01</u> hr.
Designer or Engineering Technician (Non-Registered)	\$ <u>102.85</u> hr.
Drafter or CADD Operator (Design Intern)	\$ <u>67.44</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>124.50</u> hr.
Chief Designer	\$ <u>185.47</u> hr.
Graphic Designer	\$ <u>94.42</u> hr.
Community Outreach Specialist	\$ <u>212.45</u> hr.
Senior Planner	\$ <u>169.96</u> hr.
Planner	\$ <u>129.83</u> hr.

Sincerely,

Imran Ghani, PE, AICP
President, Osiris 9 Consulting, LLC
imran.ghani@osiris9.com



AVCON, INC.
ENGINEERS & PLANNERS
5555 EAST MICHIGAN ST, SUITE 200 -
ORLANDO, FLORIDA 32822 OFFICE:
(407) 599-1122 - FAX: (407) 599-1133
www.avconinc.com

Lake County - 25-750 Transportation and Engineering Services, On-Call

<i>Position</i>	<i>Hourly Rate</i>
Clerical	\$99.00
Contract Administrator	\$126.00
Engineer/Designer	\$135.00
Principal	\$328.00
Project Engineer/Designer	\$150.00
Project Manager	\$252.00
Senior CADD Designer	\$138.00
Senior Engineer	\$217.00
Senior Inspector	\$154.00
Senior Project Manager	\$314.00



Media Relations Group, LLC

RSQ 25-750 - Transportation and Engineering Services, On-Call

Media Relations Group, LLC

Labor Category	Hourly Billing Rate
Senior Community Outreach Specialist 2	\$159.72
Senior Community Outreach Specialist 1	\$138.53
Graphic Designer	\$127.94



Peggy Malone & Associates, Inc.

Labor Category	Hourly Billing Rate
Engineer 1	\$308.37
Engineering Technician	\$98.20
Senior Engineering Tech	\$129.21
Secretary/ Clerical	\$98.65
Transportation Data Scientist	\$223.35
Transportation Data Technician	\$179.42

FL Standard Fee Schedule

FIN: TBD		
Consultant	Count Type	FEE
Peggy Malone & Assoc	24 hr Class or Speed (per lane)	\$ 240.00
	24 hr Loop Class Count	\$ 485.00
	24 hr Loop Volume Count	\$ 485.00
	24 hr Volume Count 1 Direction	\$ 200.00
	24 hr Volume Count 2 Directions	\$ 240.00
	4 hr Intersection Delay Study (per person)	\$ 405.00
	4 hr Mid Block Ped/Bike Study (300' max)	\$ 580.00
	4 hr Queue Study (per person)	\$ 685.00
	4 hr Turning Movement Count	\$ 420.00
	4 hr Turning Movement Count - Multi	\$ 550.00
	4 hr Turning Movement Specialty (Round-A-Bout)	\$ 650.00
	48 hr Class or Speed (per lane)	\$ 340.00
	48 hr Loop Class Count	\$ 700.00
	48 hr Loop Volume Count	\$ 700.00
	48 hr Volume Count 1 Direction	\$ 300.00
	48 hr Volume Count 2 Directions	\$ 350.00
	72 hr Class or Speed (per lane)	\$ 495.00
	72 hr Volume Count 1 Direction	\$ 420.00
	72 hr Volume Count 2 Directions	\$ 495.00
	72 hr Loop Class or Volume	\$ 740.00
	8 hr Intersection Delay Count	\$ 600.00
	8 hr Mid Block Ped/Bike Study (300' max)	\$ 825.00
	8 hr Queue Study (per person)	\$ 1,000.00
	8 hr Turning Movement Count	\$ 575.00
	8 hr Turning Movement Count - Multi	\$ 750.00
	8 hr Turning Movement Specialty (Round-A-Bout)	\$ 850.00
	7 Day Loop Class or Volume	\$ 1,050.00
	7 Day Class or Speed (per lane)	\$ 680.00
	7 Day Volume Count 1 Direction	\$ 650.00
	7 Day Volume Count 2 Directions	\$ 750.00
	12 hr Mid Block Ped/Bike Study (300' max)	\$ 1,325.00
	12 hr Turning Movement Count	\$ 785.00
	12 hr Turning Movement Count- Multi	\$ 1,200.00
	12 hr Turning Movement Specialty (Round-A-Bout)	\$ 1,275.00
	Approach Picture	\$ 15.00

ATTACHMENT 2 - TEAM COMPOSITION

25-750

CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
PM, Traffic Operations & Safety	Jimmy Mulandi, PhD, PE, PMP	Clermont, FL	PE 78141
Principal-in-Charge, DRI Studies	Carleen Flynn, AICP	Orlando, FL	
QA/QC Officer	Chris Kirby, PE, PMP	Knoxville, TN	
Traffic Impact Studies, Impact Fe	Mindy Health, AICP	Winter Garden, FL	
Travel Demand Modeling	Richard Tillery, AICP	Tampa, FL	
Transportation & Corridor Studie	Michael Plagens, AICP, PMP	Tallahsee, FL	
Transit/Multimodal Planning/PD	Odalys Delgado, AICP	Hollywood, FL	
Roadway Design	Reja Rabbi, PE	Odessa, FL	PE 84637
Signal Warrant Analysis	Cristina Torres, PE, RSP1	Oviedo, FL	PE 73713
Intersection & Traffic Signal Des	Lisa Sherman, PE, PTOE, RSP2I, PMP	Attleboro, MA	
Lighting Studies & Design	Spencer Perry, PE	Apopka, FL	PE 62587

SUB CONSULTANTS

ROLE	Company Name	City of Residence	Individual's Name Assigned	Projected % of Overall Work	Worked with Prime before (YES/NO)	Individual Worked with Prime before (YES/NO)
Traffic Studies & Intersection De	AVCON, Inc.	Oviedo, FL	Pramod Choudry, PE, PTOE	1	No	Yes
Traffic Studies & Intersection De	AVCON, Inc.	Oviedo, FL	Clint Pletzer, PE		No	No
Traffic Studies & Intersection De	AVCON, Inc.	Altamonte Springs, FL	Michael Duer, EIT		No	No
PD&E Studies & Environmental	Dewberry Engineers Inc.	Orlando, FL	Nicole Gough, PWS, CNRP	2	Yes	Yes
PD&E Studies & Environmental	Dewberry Engineers Inc.	Orlando, FL	Brian Ribatic, PE		Yes	Yes
Data Collection	Peggy Malone & Associates, Inc.	Jacksonville, FL	Rick Whitman	3	Yes	Yes
Data Collection	Peggy Malone & Associates, Inc.	Jacksonville, FL	Judy Green		No	No
Roadway Design, S&PM & Light	Protean Design Group, Inc.	Winter, Garden, FL	Alex Hinkle, PE, PTOE	1	Yes	Yes
Roadway Design, S&PM & Light	Protean Design Group, Inc.	Deland, FL	Mike Cornejo, PE		No	No
Roadway Design, S&PM & Light	Protean Design Group, Inc.	Sanford, FL	Zachary Zalneraitis, PE		No	No
Public Engagement & GIS	Media Relations Group, LLC	Lakeland, FL	Lauren Hatchell	1	Yes	Yes
Public Engagement & GIS	Media Relations Group, LLC	Lakeland, FL	Tiffani McClain		Yes	Yes
Public Engagement & GIS	Media Relations Group, LLC	Miami, FL	Vanessa Salinas, FL		Yes	Yes

CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
Data Collection	Sreeja Karanam, PE, RSPi	Winter Garden, FL	PE 89229
ITS & Data Solutions	Stephanie Hargrove, PhD, PE, PMP	Knoxville, TN	
S&PM & TTCP	John Gould, PE	Lenoir City, TN	PE 79835
GIS	Jamie Hughes, GISP	Tallahassee, FL	
Public Engagement	Amy Livingston	Charleston, SC	
Construction/CEI & Grant Suppor	Robert (Dean) Snyder, PE	Port Orange, FL	PE 90924
Emergency Response	Keith Denton	Eustis, FL	
Transit/Multimodal Planning	Mark Pistiner, PE	Davie, FL	PE 43391
Traffic Operations & Safety Anal	Melody Butler, PE	Knoxville, TN	PE 79083
Roadway/Structures	Mohit Garg, PE	Tampa, FL	PE 74928
Roadway/Structures	Cory Hill, PE	Tampa, FL	PE 94458

SUB CONSULTANTS

[illegible]

CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
Roadway Design	Roderick Clark, PE	Tampa, FL	PE 91955
Lighting Studies & Design	Orlando Cruz, PE	Minneola, FL	PE 79792
Lighting Studies & Design	Jayesh Raj, PE	Spring Hill, FL	PE 96353
Roadway, Intersection & Signal I	Xavier Arroyo, PE	Winter Garden, FL	PE 62431
Traffic Impact Studies, Impact Fe	Jacquelyn Murdock, AICP	Kansas City, MO	
Traffic Impact Studies, Impact Fe	Kevin Cole, PE	Knoxville, TN	
Travel Demand Modeling	Zoran Todorovic, PTP	Naperville, IL	
Travel Demand Modeling	Ozge Cavusoglu, PhD, PTP, PMP	Birmingham, AL	
Travel Demand Modeling	Negaar Minaei, PTP	Altamonte Springs, FL	
Travel Demand Modeling	Zhenlu Huang, EIT	Winter Garden, FL	
Transportation & Corridor Studies	Gina Murphy, AICP	Grain Valley, MO	

SUB CONSULTANTS

[illegible]

CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
Transportation & Corridor Studies	Liza Joffrion, AICP	Nashville, TN	
Transportation & Corridor Studies	Travis Lloyd, PE, RSP1	Denver, CO	
DRI Studies & Reviews	Jennifer Bleau, PMP	St. Cloud, FL	
DRI Studies & Reviews	Kierra Zuokemefia, AICP	Lakeland, FL	
DRI Studies & Reviews	David Aron, PTP	Pompano Beach, FL	
Transit/Multimodal Planning	Jennifer Humphreys, AICP	Mount Pleasant, SC	
Transit/Multimodal Planning	Martin Guttenplan, AICP	Oldsmar, FL	
Traffic Operations & Safety Analysis	Rebecca Hall, PE, PTOE, RSP21, PMI	Glastonbury, CT	
Signal Warrant Analysis	Tasnuba Jamal, PhD, EIT	Maitland, FL	
Data Collection	Katie Griffin	Lakewood Ranch, FL	
ITS & Data Solutions	Jessie Carroll, PE, PTOE, PMP	Chicago, IL	

SUB CONSULTANTS

[illegible]

CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
ITS & Data Solutions	Abubakr Ziedan, PhD	Atlanta, GA	
GIS	Jack Beers, GISP	Columbia, SC	
GIS	Gabriela Gaurard	Orlando, FL	
Public Engagement	Victoria Wornom	Charleston, SC	
Public Engagement	Shelby Villatoro	Longwood, FL	
Construction/CEI & Grant Suppo	Pinky Pakalapati, PE, PMP	Sarasota, FL	PE 75927
Construction/CEI & Grant Suppo	Jill Hoegler	Ponce Inlet, FL	
Construction/CEI & Grant Suppo	Deanna Andersen	Leesburg, FL	
Emergency Response	Billy Daly	Sorrento, FL	
Emergency Response	Deb Wilson	Christmas, FL	
Secretary/Clerical	Michelle Humphries	Longwood, FL	

SUB CONSULTANTS

[illegible]

[illegible]

SUB CONSULTANTS

[illegible]

Exhibit C
FEMA and Federal Aid Terms

FEMA RELATED CONTRACT CLAUSES

25-750

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The work under this Agreement may be funded in whole or in part by funds provided by the a federal grant, including funding from Federal Emergency Management Agency (FEMA).. Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency, such as FEMA, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance"). During the performance of this contract, the Contractor agrees to comply to the terms below, as may be updated from time to time by the Federal Awarding Agency.

A. FEDERAL PARTICIPATION.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

B. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan,

insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

C. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE.

(FEMA Funded contracts and subcontracts for construction work over \$2,000.00 for construction funded under FEMA's Emergency Management Performance Grant (EMPG), Homeland Security Grant Program (HSGP), Non-Profit Security Grant Program (NSGP), Tribal Homeland Security Grant Program (THSGP), Port Security Grant Program (PSGP), Transit Security Grant Program (TSGP), Intercity Passenger Rail – Amtrack Program (IPR), and Rehabilitation of High Hazard Potential Dam (HHPD) programs).

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, “**Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction**”). If applicable, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)–(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)–(11) in full into any subcontracts entered for the furtherance of the work.

(2) **Copeland “Anti-Kickback” Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the **Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

D. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Federally funded contracts and subcontract over \$100,000 utilizing mechanics or laborers; the terms “laborers and mechanics includes watchpersons and guards.”)

(1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be

liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

a. **Withholding Process.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

In the event that work provided by Contractor meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

F. CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

G. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than \$25,000.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more, including subcontracts entered into for \$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 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.

**J. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

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 Form to Report Lobbying," 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

K. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

L. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

- a. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

M. DOMESTIC PREFERENCES FOR PROCUREMENTS.

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, 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).

(2) For the purposes of this section: “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.

N. BUILD AMERICA, BUY AMERICA ACT (BABAA).

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023. For a list of FEMA programs for which BABAA applies, see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject) (<https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject>).

(1) **Architectural and/or Engineering Contracts.** Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2) Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

(3) For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

O. ACCESS TO RECORDS.

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

P. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS.

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS.

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

S. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

T. SOCIOECONOMIC CONTRACTING.

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT.

The following provision applies for contracts where contractor or subcontractor produces copyrightable subject matter for the County under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

V. CREATING GOOD JOBS.

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

W. BUY CLEAN.

(Applicable to projects funded under FEMA's PA, HMGP, HMGP Post Fire, BRIC and PDM grant programs).

County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

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

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

"The 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 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.

Exhibit D
Insurance Requirements

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

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

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

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

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

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

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

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

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

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

Insurance Requirement

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

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

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

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

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

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

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