

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR ENGINEERING DESIGN FOR ROUNDABOUT AT
CR 561 AT CR 455**

RSQ #13-0025

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Booth, Ern, Straughan & Hiott, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #13-0025, for procurement of a firm to provide transportation and traffic engineering services for the design of a roundabout at CR 561 at CR 455; and

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

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:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide transportation and traffic engineering services for the design of a roundabout at CR 561 at CR 455, hereinafter the "Project," in accordance with the Scope of Services attached hereto as **Exhibit A**, and incorporated herein by reference. The Project is further identified as follows:

Financial Project IDs: 4296061-38-01

Descriptions: Roundabout Design for CR 561 at CR 455

2.2 The CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Services identified herein. All services shall be completed no later than twelve (12) months from the full execution of this Agreement, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may only be

exercised when such continuation is clearly in the best interest of the COUNTY. This Agreement shall be effective upon the date of execution by the COUNTY, shall remain in effect until such time as the services acquired in conjunction with this Agreement have been completed, delivered and accepted by the COUNTY, and will then remain in effect until completion of the expressed and/or implied warranty periods, if any.

2.3 The CONSULTANT shall coordinate and work with any other consultants and/or contractors retained by the COUNTY. CONSULTANT acknowledges that 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 the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 In addition to any other termination provisions provided herein, should the CONSULTANT fail to complete the work within the performance period cited above and any optional renewal period exercised by the COUNTY, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another consultant to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable in accordance with the contract specifications. Additionally, the COUNTY may, at its option, demand payment from CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another consultant. CONSULTANT shall honor any such invoices or credit memos submitted to the CONSULTANT by the COUNTY under these circumstances.

2.5 In addition to any other termination provisions provided herein, the COUNTY reserves the right to terminate the Agreement if CONSULTANT materially fails to fulfill any of its obligations under this Agreement, if the service does not conform to the specifications, or if the CONSULTANT materially fails to comply with any federal, state or local statutes, rules and regulations applicable to this Agreement, including health and safety rules and regulations.

A. If any service performed pursuant to this Agreement is found to be defective or does not conform to the specifications contained herein, the COUNTY reserves the right to require corrective action as appropriate, which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

B. In the event of termination under this section, the COUNTY shall provide thirty (30) calendar days written notice of its intent to terminate, and shall provide CONSULTANT an opportunity to consult with the COUNTY regarding the reason(s) for termination. The COUNTY may take any other remedies that may be legally available.

2.6 The CONSULTANT agrees and acknowledges that this Agreement is to be funded by Federal and State grant monies, to wit:

Financial Project IDs: 4296061-38-01

Descriptions: Roundabout Design for CR 561 at CR 455

Each of the grant Agreements listed above, and any future grant agreements awarded to the COUNTY for this Project, are hereby incorporated herein and constitute a material part of this Agreement. As such, the CONSULTANT shall agree to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the Federal or State granting agency. Additionally, the CONSULTANT shall abide by the following specific provisions of the above-referenced grants:

1. The Florida Department of Transportation's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.
2. The CONSULTANT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirement 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
3. The CONSULTANT shall execute the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto and incorporated herein as **Exhibit C**.
4. In connection with the carrying out of this Project, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability, or marital status. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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 CONSULTANT shall insert this provision modified only to show the particular contractual relationship in all its subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the CONSULTANT shall post, in conspicuous places available to employees and applicant for employment for

project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

5. The CONSULTANT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONSULTANT pursuant thereto.
6. No member, officer or employee of the CONSULTANT or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
7. The CONSULTANT shall comply with the Terms for Federal Aid Contracts attached hereto and incorporated herein as **Exhibit D**.
8. Pursuant to 23 U.S.C. 112(b)(2)(C), instead of performing its own audits, the CONSULTANT, as a recipient of federal or state funds under a contract or subcontract awarded for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, shall accept indirect cost rates established with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.
9. Pursuant to 23. U.S.C. 112(b)(2)(D), once the CONSULTANT'S indirect cost rates are accepted under this Agreement, the CONSULTANT shall apply such rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and shall not be limited by administrative or de facto ceilings of any kind.

Conflicts between the Scope of Services set forth in **Exhibit A** and the grant requirements will be resolved in favor of the those requirements required for the grant funding.

Article 3. Payment

3.1 The COUNTY shall pay CONSULTANT to complete the Scope of Services set forth in **Exhibit A**, an amount not to exceed **\$270,279.00**. A cost breakdown is attached hereto and incorporated herein by reference as **Exhibit B**.

3.2 Invoices shall be submitted in duplicate to Fred Schneider, Engineering Division Manager, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

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

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the 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.

3.5 CONSULTANT agrees and acknowledges that this Agreement is to be funded by federal, state, or other local agency monies, and the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, 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:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

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

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

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for

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 following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

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

(v) Professional liability and/or 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.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall 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

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

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall 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 shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

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

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

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

5.7 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, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY

recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 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.

5.9 **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL 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 from any cause whatsoever, shall relieve the CONSULTANT of his 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 shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

5.10 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 the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

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

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement 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.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

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

5.15 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 the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 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 hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, 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 shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall 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 and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any

deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. 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 three (3) years following expiration of the Agreement. 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. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the 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 the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

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

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

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

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

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

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for

employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 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.

6.11 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 with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

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

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

If to CONSULTANT:

Duane Booth, Principle
350 North Sinclair Avenue
Tavares, Florida 32778

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties 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.

7.2 This Agreement contains the following Exhibits, all of which are attached hereto and incorporated herein by reference, and shall constitute a material part of this Agreement. Both parties shall comply with their respective obligations under each Exhibit:

Exhibit A	Scope of Work
Exhibit B	Pricing
Exhibit C	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit D	Terms for Federal Aid Contracts

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 27 day of August, 2013, and by CONSULTANT through its duly authorized representative.

CONSULTANT



Duane Booth, Principle/President
Booth, Ern, Straughan & Hiott, Inc.

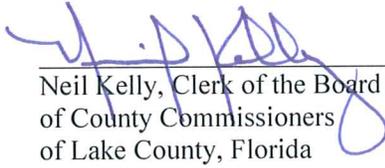
This 8th day of July, 2013.

Agreement between Lake County, Florida and BESH for Engineering Design for Roundabout at CR 561 and CR 455; RSQ 13-0025

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



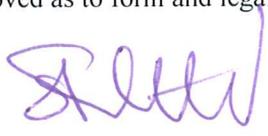
Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida



Leslie Campione
Chairman

This 29th day of August, 2013.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICES

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**C.R. 561 / C.R. 455 ROUNDABOUT DESIGN
LAKE COUNTY, FLORIDA**

ENGINEERS:

Duane K. Booth, P.E.
Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
duanebooth@besandh.com

CLIENT:

Fred Schneider, P.E.
Director of Engineering
Lake County Public Works
437 Ardice Avenue
Eustis, Florida 32726
(352) 483-9043 - Phone
(352) 483-9015 - Fax
fschneider@lakecountyfl.gov

PROJECT NAME: C.R. 561 / C.R. 455 Roundabout, Lake County, Florida
CLIENT: Fred Schneider, P.E., Director of Engineering, Lake County Public Works
DATE: May 20, 2013, revised May 29, 2013

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK:

To provide Surveying, Engineering Design, Permitting, Utility Coordination, Public Involvement and Construction Post Design Services for construction of a roundabout and associated approaches, at the intersection of C.R. 561 and C.R. 455.

SCOPE OF SERVICES:

This Scope of Services includes Surveying, Engineering Design, Geotechnical Investigation, Environmental Assessment, Landscape and Irrigation Design, Permitting, Public Involvement, and Post Design Services associated with a single lane rural roundabout at the intersection of C.R. 561 and C.R. 455, Lake County, Florida. Specific tasks to be performed by B.E.S.H. and its sub-consultants is provided below.

Task 1 Survey and Mapping:

- 1.1) The project survey will be a record survey of the existing conditions to include location and identification of all constructed and fixed improvements and features within the project survey area. Identification and location of all relevant property information such as the lines, plot lines, designated roads, right-of-way lines, easements and other matters of public record or information referenced in the title search. Survey will also include topographic data of sufficient density coverage to develop a digital terrain model (DTM) and extend a minimum of 25 feet beyond the right-of-way limits. All survey work will be performed in appropriate state plane coordinate system and vertical NAVD 88 datum. The survey shall show existing recorded rights-of-way with recording information for the dedication documents clearly identified.
- 1.2) Participation in up to five (5) meetings with Lake County and Lake County right-of-way department for review of survey and title search information.
- 1.3) Conduct title search for right away and properties adjacent to right away within 1,000 feet in all directions of the intersection at C.R. 561 and C.R. 455. Title search to include 22 properties and roadway rights-of-way within the project limits.

PROJECT NAME: C.R. 561 / C.R. 455 Roundabout, Lake County, Florida
CLIENT: Fred Schneider, P.E., Director of Engineering, Lake County Public Works
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Task 2 Roundabout Design and Plans Preparation:

Prior to beginning the design phase, B.E.S.H. and HDR Engineering will meet with county staff to review and approve the preliminary roundabout geometric design. The preliminary design will include geometrics, design vehicle movements, center island diameter, approach lane widths, splitter islands, accommodations for bicyclists and pedestrians, sign distances and design speed.

- 2.1) 30% Design; Upon approval of the preliminary design B.E.S.H. will prepare 30% design documents in ACAD format. Plans will be prepared to 1"=40' scale and formatted to be printed on 11"x17" paper. Plans will include line and grade plan view, County typical sections, County general notes, baseline and centerline geometry, stationing, existing conditions, existing pavement striping, proposed demolition, roundabout geometrics, proposed edge of pavement, splitter islands, and roundabout interior apron. Design will also consider addition of sidewalks/bike bypass. Sidewalks/bike bypass will be included in design documents but County may elect to remove or delay construction of this element.

Submittal will include:

- 3 sets of signed and sealed copies of the project survey and a CD of the project survey in ACAD (.dwg) electronic format.
- 3 Copies of the 30% design drawings on 11"x17" paper and a CD of submitted plans in ACAD and pdf format.
- Threatened and endangered species survey as prepared by Modica & Associates.
- Letter summarizing all permits that will be required to complete the project.

Plans will also be submitted to F.D.O.T. through the electronic review process for review and comment by F.D.O.T. in accordance with the LAP process.

A copy of the 30% plans will be submitted to all utility owners within the project limits for preparation of red - brown - green (RBG) markups by the utility owner. Known utility owners include Duke Energy, SECO, Century Link, Comcast, and Lake Apopka Natural Gas.

- 2.2) 60% Design; Upon review and receipt of comments on the 30% design documents, B.E.S.H. will prepare 60% design documents. Plans will be prepared to 1"=40' scale and formatted to be printed on 11"x17" paper. Plans will include all information contained in the 30% design documents, all corrections based upon County and F.D.O.T. comments, plan and profile sheets, cross sections, detailed grading, stormwater management system, geotechnical information, utility adjustment sheets based on Utility RBG markups, drainage details, erosion control and SWPPP sheets, and signing and markings plan sheets.

PROJECT NAME: C.R. 561 / C.R. 455 Roundabout, Lake County, Florida
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Submittal will include:

- Electronic copy of RBG markups from all utilities.
- Copy of all permit plans, applications, and calculations to be submitted to permitting agencies
- Three (3) signed and sealed copies of the Right of Way survey showing existing and proposed right of way. Upon final approval of the Right of Way survey, three (3) signed and sealed copies and an electronic copy in ACAD format will be provided to County Right of Way department.
- One (1) copy of signed and sealed Geotech Report.
- Electronic copies of any correspondence with Utility Companies
- Three (3) sets of 60% design documents on 11"x17" paper with a electronic copy in ACAD and pdf format and written responses to 30% comments.
- Copy of 60% Utility adjustment sheets submitted to all Utility owners for adjustments to RBG markups.

Permit applications will be made to all applicable agencies after 60% submittal to Lake County.

Plans will be submitted to F.D.O.T. for 60% review through the electronic review process, response to 30% comments will be uploaded into the electronic review system.

2.3) 90% Design; Upon review and receipt of comments on the 60% design documents, B.E.S.H. will prepare 90% design documents. Plans will be at same scale and paper size as submitted for 60% review. Plans will include all information contained in the 60% design documents, all corrections based upon County and F.D.O.T. review comments, all proposed signing, pavement markings, MOT plans, Lighting design, ITS design for dynamic speed warning and fog detection warning, landscape and irrigation design.

Submittal will include:

- Electronic copy of 60% RBG markups from all utilities.
- Copy of any approved permits received at the time of submittal.
- Three (3) sets of 90% design documents on 11"x17" paper with a electronic copy in ACAD and pdf format and written responses to 60% comments.
- Copy of 90% Utility adjustment sheets to all Utility owners for adjustments to RBG markups for final review and mark up and request for work schedule.

Plans will be submitted to F.D.O.T. for 90% review through the electronic review process, response to 60% comments will be uploaded into the electronic review system.

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- 2.4) 100% Design: Plans will include all items listed under the 90% design, all corrections made to the 90% plans based upon review of the County and F.D.O.T., and all final corrections to the utility adjustment sheets based upon Utilities final review of the 90% plans (if any).

Submittal will include:

- Final RBG markups from all utilities.
- Copy of all final permits not received at time of 90% submittal.
- F.D.O.T. LAP Checklist.
- F.D.O.T. Specifications Package
- F.D.O.T. Pay Item Summary, Quantities and Cost Estimate.
- Ten (10) sets of 100% design documents on 11"x17" paper with an electronic copy in ACAD format and written responses to 90% comments.

2.5) Final Deliverables:

- 2 copies of each permit
- 2 copies of geotechnical report
- 2 copies of environmental report
- 2 signed and sealed project plan record sets
- Electronic files of all final deliverables. Reports, Calculations, Permits and Specifications to be in .pdf format. Final Plans to be in ACAD .dwg
- 2 dvd's to include pdf of all final documents signed and sealed for bidding

Task 3 Utility Coordination:

Verify Utility Owners within the project limits. Prepare and send notification letters to known utility owners to make them aware of the project, project limits and to request as-built information of their utility. Prepare for and conduct initial meetings with Utility Owners if needed. Coordinate, collect, and review existing utility plans provided by Utility Owners. Prepare and conduct utility design meetings at 30, 60, and 90% plan stages, Review the provided utility relocation markups (RBG) for conflicts and coordination with Utility Owners. Review of final utility adjustment sheets for constructability.

Task 4 Permitting:

- 4.1) Prepare and submit St Johns River Water Management District Application for Environmental Resource Permit in accordance with rule 40C-40 FAC, including supporting stormwater calculations, drainage basin maps, and required exhibits. Review staff comments, make necessary plan or calculation revisions as necessary for permit compliance and resubmittal to District Staff. Any resubmittal will include written

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responses to staff comments. Prepare and conduct meeting(s) with staff as needed for pre application conference or clarification of comments.

- 4.2) Prepare and submit to F.D.O.T. for review of 30, 60, 90, and 100% plans in accordance with F.D.O.T. LAP process through the Electronic Review Comment system (ERC). Review staff comments, make necessary plan revisions for compliance with F.D.O.T. standards and resubmit to staff through the ERC process. All resubmittals will include written responses to staff comments uploaded into the ERC system.
- 4.3) Prepare and submit an application to the Florida Fish and Wildlife Conservation Commission (FWC) for relocation of gopher tortoises. Gopher Tortoise survey, mapping of burrows, and all required supporting documentation will be provided by Modica & Associates.

Task 5 Public Involvement:

Project website, development of educational flyer and coordination of one public "open house" style meeting to be held in Astatula will be developed and conducted by HDR Engineering. B.E.S.H. will be responsible for making contacts with stakeholders and coordinating outreach meetings with the stakeholders prior to the one public meeting in Astatula. Stakeholders include, but not limited to, Town of Astatula, Town of Montverde, City of Minneola, Friends of Ferndale, Lake Sumter MPO, Mack Concrete, County Materials, National Training Center, and Local C&D Landfill.

Task 6 Project Management and QA/QC:

This task includes maintenance of contracts between Lake County and subconsultants, project reporting, scheduling and billing. Coordination of work efforts, prepare and conduct monthly project status meetings.

Task 7 Services by HDR Engineering:

See attached proposal by HDR Engineering for detailed description of scope of services to be performed by HDR Engineering. Summary of Tasks by title only is provided below.

- 7.1) Project Management QA/QC
- 7.2) Preliminary Roundabout Layout
- 7.3) Public Involvement
- 7.4) Lighting Design
- 7.5) ITS Design
- 7.6) Post Design Services

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Task 8 Services by Alternate Street Design, PA:

See attached proposal by Alternate Street Design, P.A. for detailed description of scope of services to be performed by Alternate Street Design, P.A.. Summary of Tasks by title only is provided below.

- 8.1) Roundabout Concept Plan
- 8.2) Coordinate with lighting and landscape designers
- 8.3) QC review of 30, 60 and 90% plans
- 8.4) Attend 2 design meetings

Task 9 Services by Modica & Associates:

See attached proposal by Modica & Associates for detailed description of scope of services to be performed by Modica & Associates. Summary of Tasks by title only is provided below.

- 9.1) Ecological Site Inspection
- 9.2) Gopher Tortoise Survey
- 9.3) Environmental Resource Permitting
- 9.4) Gopher Tortoise Permitting
- 9.5) Gopher Tortoise Relocation
- 9.6) After Action Report

Task 10 Services by Andreyev Engineering, Inc.:

See attached proposal by Andreyev Engineering, Inc., for detailed description of scope of services to be performed by Andreyev Engineering, Inc. Summary of Tasks by title only is provided below.

- 10.1) Geotechnical field test, lab test and geotechnical report

Task 11 Services by Michael Pape & Associates, PA:

See attached proposal by Michael Pape & Associates, PA for detailed description of scope of services to be performed by Michael Pape & Associates, PA. Summary of Tasks by title only is provided below.

- 11.1) Landscape and Irrigation Design

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Task 12 Permit Fees:

- 12.1) St. Johns River Water Management District
- 12.2) Florida Department of Transportation
- 12.3) FWC Contribution Fee based on 20 burrows
- 12.4) Recipient Site Fees based on 10 tortoises

Task 13 Alternate Tasks:

- 13.1) Sketch and Legals - Prepare up to twelve (12) sketch and legals for right-of-way acquisition. \$467.50 each.
- 13.2) Prepare right-of-way Maintenance Map, C.R. 455 only, based upon staking of maintained right-of-way by Lake County Maintenance. Submit Maintenance Map for review by right-of-way department. Make changes to Maintenance Map based on County comments. Provide three (3) signed and sealed maps and ACAD files upon completion and acceptance of Maintenance Map.
- 13.3) Post Design Services includes those activities after final plans acceptance and permitting that require support of the Engineer of Record during the bidding and construction phase of the project. Services include: answering Request for Information (RFI) from contractors during bidding, attending pre bid meeting, attend pre construction meeting, continued coordination with utility owners, review of shop drawings, attending bi-weekly construction progress meetings, answering contractor RFI's during construction, preparing as-built drawings based on signed and sealed survey from the Contractor, and submittal of certification of completion to all permitting agencies.
 - 13.3.1) BESH
 - 13.3.2) HDR Engineering
 - 13.3.3) Michael Pape & Associates, PA

Does Not Include:

- 1. NPDES Permitting (by contractor)
- 2. Project Bidding
- 3. Construction Engineering and Inspection Services (CEI)
- 4. Sand Skink survey and permitting (if required) is being conducted by Lake County and Kleinfelder.

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**EXHIBIT A
 HOURLY RATE SCHEDULE**

**BOOTH, ERN, STRAUGHAN & HIOTT, INC.
 HOURLY RATE SCHEDULE
 (2009)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$145.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$145.00/HOUR

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AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2013.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By: Duane K. Booth, P.E.

By: _____

Title: Principal

Title: _____



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May 24, 2013

Duane Booth
Booth Ern Straughan and Hiott, Inc.
350 North Sinclair Avenue
Tavares, FL 32778

Re: CR 561 Roundabout Design Services

Dear Duane:

HDR is pleased to be a part of the BESH Team for the roundabout design at CR 561 and CR 455 and have prepared this proposal for work associated with the preliminary roundabout layout and design geometrics, public involvement, lighting design, and ITS design. For purposes of this agreement, HDR Engineering, Inc. will be referred to as the *Consultant*, Booth Ern Straughan and Hiott, Inc., will be referred to as the *Client*, and the CR 561/CR 455 roundabout design in Lake County, Florida will be referred to as the *Project*.

SCOPE OF SERVICES

The Scope of Work in this agreement has been separated into six (6) tasks, as described in detail below.

Task 1 – Project Management and QA/QC

This task includes project management activities, including project reporting/billing, coordination of work efforts, and internal QA/QC reviews of deliverables to be submitted to the Client.

Task 2 – Preliminary Roundabout Layout

The Consultant will develop and refine the preliminary roundabout geometric design based on the CR 561 roundabout justification report, initial concept sketches to be completed by Michael Wallwork, and survey files provided by the Client. Preliminary design concepts will be established based upon the appropriate design vehicle, as identified during initial meetings with the local trucking companies, as well as the design speed based on consultation with the Client and the County. A roundabout performance check spreadsheet will be prepared to determine the first-cut roundabout geometric features including horizontal and vertical alignments for each approach, dimensions, and radii. Preliminary performance check exhibits will be prepared for speed curves, sight distance, and design vehicle turning movements for each roundabout approach. AutoTURN will be used to verify that the roundabout can accommodate the design vehicle, and where truck aprons are required to accommodate the design vehicle movements. The design will be developed so that buses do not track onto the truck apron (due to passengers not being seat belted in), and that the largest County fire department

Mr. Duane Booth
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May 24, 2013

vehicle can make it through the roundabout without using splitter islands; the dimensions/size of the County's largest fire truck to be provided by the County.

The Consultant will verify that initial design parameters meet appropriate criteria from *NCHRP Report 672. Roundabouts An Informational Guide, 2nd Edition* for the following elements:

- Speed curves
- Speed differentials
- Sight distance (approaching stopping sight distance, circulating stopping sight distance, intersection sight distance)
- Truck turning movements
- Entry angle
- Minimum splitter island length based on approach design speed

During the development of the preliminary layout, the Consultant will verify the preferred accommodation for bicyclists at the roundabout with the County and key stakeholders, with bicyclists either being treated as vehicles or pedestrians. In the vehicular case, the preliminary layout would include no sidewalk facilities and the paved shoulders would terminate prior to the roundabout at the initiation of the curbed roadway section. In this case, bicyclists would merge into the travel lane and ride through the roundabout as a vehicle. In the pedestrian case, ramps connecting the paved shoulders to sidewalks would allow bicyclists to travel onto the sidewalk and around the outside of the roundabout, crossing the roundabout legs at marked pedestrian crosswalks, and ultimately connecting back to paved shoulders. With a pedestrian-style treatment, the preliminary roundabout layout would show the locations of bicycle ramps, sidewalks, and crosswalks.

The Consultant will attend up to two (2) meetings with Client and/or County as part of this task. These are anticipated to include a kickoff meeting and a meeting to discuss the proposed design layout and geometrics following the completion of the preliminary layout.

The Consultant will prepare a written summary of the preliminary roundabout geometrics including inscribed circle diameter, approach lane widths, trucks apron widths, central island diameter, and design speed for each approach.

The Consultant will also provide quality control reviews of overall roundabout design prepared by the Client at the 30% and 60% plan submittals to ensure the design continues to provide acceptable geometrics from the initial concept plan that are within acceptable design parameter ranges. Any geometric changes will be verified based on the roundabout performance checking spreadsheet.

Products: Preliminary roundabout performance checks exhibits and associated spreadsheets, AutoCAD file with preliminary roundabout concept design, and written summary of preliminary roundabout geometrics. Written comments will be provided to the Client regarding geometric design QC reviews at the 30% and 60% plan submittals.

customization of roundabout need to know information, including how to drive the roundabout, and roundabout basics, tips, and benefits. The website task will include up to two (2) updates to include additional and new materials.

- Development of an educational flyer related to roundabouts to be distributed at meetings and to area stakeholders. Up to 100 flyers will be printed for use during the project; it is assumed that up to 50 will be mailed out.
- Coordination of one (1) public meeting, to be held in Astatula, Florida using an open house format following the completion of 60% plans. Up to three (3) Consultant team members will attend. Up to 50 invitation letters will be mailed out.
- Participation in up to six (6) outreach meetings with stakeholders prior to the open house/public meeting is assumed for the team; one (1) Consultant staff will attend up to three (3) of these meetings. These meetings may include meetings with the Lake-Sumter MPO Board or Committee meetings, and/or Lake County Board of County Commission Meetings.

Products: Website development, hosting and two (2) content updates and maintenance. Development of a roundabout educational flyer, similar to one used by the City of Oviedo, to be posted on the website and for use at meetings and at the County offices. Scheduling, preparation for and attendance at one (1) public meeting including development of agenda, sign in sheet, displays and meeting summary. Up to three (3) Consultant team members will attend the meeting. Attendance by one (1) Consultant team member at up to three (3) of the six (6) stakeholder meetings and the preparation of meeting summaries related to the stakeholder meetings.

Task 4 – Lighting Design

The Consultant shall conduct a partial lighting design for the roundabout. This will consist of providing the overall roadway lighting criteria to the local power company, as well as identifying common crash locations at single lane roundabouts (based on the fastest path curves and common errant moves by drivers) so that light poles can be placed out of these areas where possible. A lighting justification report is not required. The roadway photometric calculations (assumed to be in either visual or AGI 32 format), voltage drops, and roadway lighting design plans will be prepared by the local power company. Two (2) meetings are assumed as part of this task, including one with the County and one with the local power company. The Consultant will also review the

Mr. Duane Booth
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lighting design plans prepared by the local power company and provide written comments regarding any issues or concerns.

The Consultant shall design landscape lighting, including light size, light fixtures (preferably LED), conductors and conduit runs, pull box, and electrical service feed. Consultant will coordinate with Client of the location of power feeds and the wire sizing to be used for the landscape lighting; it is assumed that power will be co-located with power and timer for irrigation.

Product: Lighting criteria and AutoCAD file of proposed locations in which to prohibit light poles will be provided between the 30% and 60% plan submittals. Landscape lighting design AutoCAD files to be provided at 90% plan submittal, with modifications as required at the 100% plan submittal

Task 5 – ITS Design

Consultant will evaluate the use of the following ITS-related elements, and complete the design for those elements approved for use by the County:

- Dynamic speed warning system
- Fog detection warning

The Consultant will research available products and technologies and make a recommendation on a preferred system, for approval by the County prior to incorporation into the final design. The research and recommendations will be summarized in a technical memo, which will also provide recommendations on appropriate placement (including the appropriate roundabout approaches). Two (2) meetings are assumed as part of this task.

Following approval of the recommended ITS system(s), the Consultant will provide final design of the specified elements.

Product: Technical memo summarizing ITS system research on products and technologies, and recommendations for preferred system(s). AutoCAD files of ITS design at 90% plan submittal with modifications as needed at 100% plan submittal.

Task 6 – Post-Design Services

The Consultant will provide additional information to the contractor related to the landscape lighting and ITS feature designs for up to two (2) requests for information (RFI).

Product: Additional written information to be provided concerning contractor questions on lighting and ITS designs at up to two (2) requests for information.

FEE ESTIMATE

Tasks 1 through 6 described above will be conducted for a lump sum fee of **\$72,284** including reimbursable expenses. Additional services as authorized by the client will be completed on an hourly basis plus reimbursable expenses per the attached rate schedule.

Additional reimbursable expenses including printing, travel, subsistence, and out-of-pocket expenses, multiplied by 1.15, will be charged to the Client. Standard rates for in-house expenses are as follows: mileage to be charged at the published IRS rate (currently at \$.565 per mile), \$0.18 per copy, and \$1.00 per facsimile page.

TERMS OF AGREEMENT

During the course of work if the Client finds it necessary to terminate the work, the work will be stopped by the Consultant upon receipt of written notification. The Client will pay for services and expenses incurred to the point of termination based upon the Consultant's reasonable estimate of percentage of work completed.

Invoices for work completed will be submitted every four (4) weeks and are payable upon receipt. In the event that an invoice is not paid within thirty (30) days, the Consultant reserves the right to stop work, after notifying the Client in writing, until such outstanding invoices are paid in full.

For work done on an hourly basis, the Consultant reserves the right to increase its hourly rates on an annual basis on January 1 of each year.

Under no circumstances will this contract be reassigned without Consultant approval. Reassignment without approval will result in this contract being null and void.

Should it become necessary for the Consultant to utilize its attorney to collect fees due the Consultant under this agreement, the Client agrees to bear the costs of collection, including reasonable attorney fees.

Additional services that are not included within this scope of work will be treated as extra work. The Client will be given notice of any additional services that are needed to complete the project. The Client must give approval before work is begun. Extra work charges will be made in accordance with the Consultant's Hourly Rate Schedule in effect when the work is performed. Invoices for extra work will be rendered every four (4) weeks and are payable upon receipt.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This proposal will be null and void if it has not been executed within thirty (30) days from the date of preparation, unless otherwise indicated by the Consultant.

If you are in agreement with this proposal, you may execute the agreement by signing where indicated below and returning one copy for our files. Please contact Jamie Krzeminski, should you have any questions regarding the proposal or scope of work.

Mr. Duane Booth
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May 24, 2013

HDR ENGINEERING, INC. "CONSULTANT"	BOOTH ERN STRAUGHAN & HIOTT, INC. "CLIENT"
BY: <u>Andre' E. Lauzier</u>	BY: _____
NAME: <u>Andre' E. Lauzier</u>	NAME: _____
TITLE: <u>Vice President</u>	TITLE: _____
ADDRESS: <u>315 E. Robinson St., #400</u> <u>Orlando, FL 32801-1949</u>	ADDRESS: _____
DATE: <u>May 24, 2013</u>	DATE: _____

JMK:blj

C: HDR Accounting Department

M:\Potential Projects\2013 Lake County\CR 561 - CR455_Roundabout_Design Scope-Fee\CR 561 Rbt Design Scope_HDR_05-24-13.docx

Reviewed by Project Manager JMK
Reviewed by Section Manager MJM
Reviewed by Accounting AB



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2013 HOURLY RATE SCHEDULE

	<u>HOURLY RATE</u>
National Director	\$ 325
Senior Principal II	\$ 265
Senior Principal I	\$ 225
Project Principal	\$ 200
GIS Director	\$ 200
Chief Engineer/Planner	\$ 180
Engineer/Planner VI	\$ 165
Engineer/Planner V	\$ 140
Engineer/Planner IV	\$ 115
GIS Analyst IV	\$ 115
Engineer/Planner III	\$ 105
GIS Analyst III	\$ 105
Engineer/Planner II	\$ 90
Engineer/Planner I	\$ 85
Technical Editor	\$ 130
Chief Designer/Analyst	\$ 150
Senior Designer/Analyst III	\$ 125
Senior Designer/Analyst II	\$ 110
Senior Designer/Analyst I	\$ 75
GIS Analyst II	\$ 65
Designer/Analyst II	\$ 65
GIS Programmer I	\$ 60
Designer/Analyst I	\$ 60
Technician	\$ 50
Senior Administrative Assistant	\$ 85

Plus all direct expenses including travel, subsistence, and out-of-pocket expenses times 1.15.

For expert testimony at depositions, hearings, etc., including preparation, and for services in court, a minimum of eight hours will be charged for each day of appearance at a rate of 1.5 times the above stated hourly rate.

May 24, 2013

HDR Engineering, Inc.

315 E Robinson Street
Suite 400
Orlando, FL 32801-1949

Phone (407) 420-4200
Fax (407) 420-4242
www.hdrinc.com

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000, Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other

other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project, however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum" or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate,

identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

May 23, 2013

Duane Booth, PE
Booth Ern Straughan & Hiott, Inc.
350 N Sinclair Ave
Tavares Florida, 32778

RE: Lake County Roundabout

Dear Duane,

Alternate Street Design, P.A. is pleased to submit this proposal to undertake the following scope of services.

SCOPE OF SERVICES

Task 1.

- a. Undertake a capacity analysis for existing and future traffic using SIDRA 5.1, summarize into a short report that includes roundabout design comments.
Hours: 4
- b. Prepare a concept plan for review using AutoTURN for all vehicle movements for consideration followed by preparation of a preliminary plan with suggested signing and marking plan. Plans to include future crosswalk locations so splitter island openings and curb cuts are located in the correct locations to reduce future costs of alternations.
Hours: 22
- c. Respond to design issues raised by the County and HDR.
Hours: 6

Task 2.

Coordinate with landscaping and lighting designers for proper placement of landscaping.
Hours: 2

Task 3.

Review 30, 60 and 90 percent plans and provide comments. When reviewing at least the 30 percent plans and sometimes that 60 percent plans I prefer to get the AutoCAD file so if any changes, suggestions are needed they can be made in CAD and line modifications done in CAD so they are accurate and do not need to redrawn.
Hours: 4

**EXHIBIT B:
PRICING**

**CR 561 Roundabout Design
Man-hour and Fee Estimate**

Task Description	Hours									TOTAL
	Sr Principal II	Proj Principal	Eng VI	Eng IV	Eng III	Sr Des/ Analyst III	Sr Des/ Analyst I	Sr. Admin Asst.	Tech	
1 Project Mgmt and QA/QC										
1-1 Project Management			10					4		14
1-2 QA/QC			12							12
Subtotal	0	0	22	0	0	0	0	4	0	26
2 Preliminary Roundabout Layout										
2-1 Field Review			6		6					12
2-2 Preliminary Roundabout Layout		2	24	24		16				66
2-3 Meetings (2)			8		8					16
2-4 Roundabout Design QC Reviews (2)			8							8
Subtotal	0	2	46	24	14	16	0	0	0	102
3 Public Involvement										
3-1 Project Website Creation/Maintenance			10				18	2		30
3-2 Development of Educational Flyer			6				8			14
3-3 Prepare for/Attend Public Mtg. Mtg Summary			50		14		8	6		80
3-4 Outreach Mtgs (3)			12							12
Subtotal	0	0	78	0	14	0	34	10	0	136
4 Lighting Design										
4-1 Lighting Analysis		8	16		40	25				89
4-2 Lighting Design		2	4		6	20				32
Subtotal	0	10	20	0	46	45	0	0	0	121
5 ITS Design										
5-1 ITS Analysis - Research/Tech Memo		12	12		28					52
5-2 ITS Design		8	2		24	30				64
Subtotal	0	20	14	0	52	30	0	0	0	116
6 Post-Design Services										
6-1 Miscellaneous Post Design Services		6	3							9
Subtotal	0	6	3	0	0	0	0	0	0	9
Grand Total (Man-Hours)	0	38	183	24	126	91	34	14	0	510

Labor Costs			
Staff Category	Hours	Labor Rate	Dollars
Sr Principal II	0	265.00	-
Proj Principal	38	200.00	7,600
Eng VI	183	165.00	30,195
Eng IV	24	115.00	2,760
Eng III	126	105.00	13,230
Sr Desr/ Analyst III	91	125.00	11,375
Sr Desr/ Analyst I	34	75.00	2,550
Sr. Admin Asst	14	85.00	1,190
Tech	0	50.00	-
Total	510		\$ 68,900

Estimated Direct Costs	
Computers	1,887
Reproduction/Printing	329
Postage	
Telephone	
Travel	743
Traffic Count Equipment	
Other	425
Total Direct Costs	\$ 3,384

Subconsultant Costs	
Total Subconsultants	\$ -

Fee Estimate	
Loaded Labor Costs	68,900
Direct Costs	3,384
Grand Total	\$ 72,284



5/24/2013

**CR 561 Roundabout Design
Expense Details**

Item	Unit	Qty	Rate	Cost	Notes
Computers					
Technology Charge	hours	510	\$3.70	\$1,887.00	
Sub-total				\$1,887.00	
Reproduction					
Bond - 24x36	sheets	10	\$2.50	\$25.00	
Veilum - 24x36	sheets				
Mylar - 24x36	sheets				
B&W - 8.5x11	sheets	100	\$0.18	\$18.00	
B&W - 11x17	sheets	100	\$0.36	\$36.00	
Color - 8.5x11	sheets	250	\$1.00	\$250.00	
Color - 11x17	sheets		\$2.00		
Sub-total				\$329.00	
Travel					
Air fare	flights		\$300.00		
Rental car	days		\$50.00		
Fuel for rental car	gallons		\$3.50		
Hotel	nights		\$100.00		
Meals	days		\$20.00		
Tolls	trips	10	\$6.50	\$65.00	10 trips from Ori
Parking	days		\$18.00		
Mileage	miles	1200	\$0.57	\$678.00	80 mi/trip from Ori (10), 200 mi/trip - Tampa (2)
Sub-total				\$743.00	
Traffic Data Collection Equipment					
All Traffic Counters	day		\$20.00		
Count Boards	hour		\$5.00		
Radar Gun	hour		\$12.50		
Numetrics DMI	hour		\$7.50		
HP Laptop Computer	hour		\$7.50		
Sub-total				\$0.00	
Other					
Postage	months		\$20.00		
Telephone	months		\$20.00		
Public Mtg Ads	units	1	\$75.00	\$75.00	1 legal ad in Orlando Sentinel & FAW
Public Mtg Boards	units	3	\$100.00	\$300.00	3 mounted boards
Mailcuts	units	1	\$50.00	\$50.00	1 mailing (50 units) with invite to public mtg & educational flyer
Sub-total				\$425.00	
Grand Total				\$3,384.00	

STANDARD AND FEE SUMMARY
CR 561 / CR 48 ROUNDABOUT LAKE COUNTY, FLORIDA
 APR. 2013

TASK	EMPLOYEE CLASSIFICATION									
	Professional Engineer	Professional Surveyor	Professional Land Surveyor	Professional Engineer	Professional Surveyor	Professional Land Surveyor	Professional Engineer	Professional Surveyor	Professional Land Surveyor	Professional Engineer
1. Initial Meeting	10									
2. Field Data Collection	10									
3. Data Processing	10									
4. Final Report	10									
5. Total Hours	40									
6. Professional Fee										
7. Survey Fee										
8. Land Survey Fee										
9. Professional Engineer Fee										
10. Professional Surveyor Fee										
11. Professional Land Surveyor Fee										
12. Total Fee										
13. Total Fee (including 12% overhead & profit)										
14. Total Fee (including 12% overhead & profit and 8% sales tax)										
15. Total Fee (including 12% overhead & profit and 8% sales tax and 1% contingency)										
16. Total Fee (including 12% overhead & profit and 8% sales tax and 1% contingency and 1% contingency)										
TOTAL	40	10	60	200	210	15	200	8	20	100

CR 561 / CR 48 ROUNDABOUT LAKE COUNTY, FLORIDA
 MAY 29, 2013

ALTERNATE TASKS	Quantity	Unit	Rate	Total
1. Initial Meeting	1	Hour	100.00	100.00
2. Field Data Collection	1	Hour	100.00	100.00
3. Data Processing	1	Hour	100.00	100.00
4. Final Report	1	Hour	100.00	100.00
5. Total Hours	4	Hour	100.00	400.00
TOTAL				400.00

CR 561 / CR 48 ROUNDABOUT LAKE COUNTY, FLORIDA
 MAY 29, 2013

FEE SCHEDULE COMMENTS

Item	Description	Quantity	Unit	Rate	Total
1.0	Professional Engineer Fee	1	Hour	100.00	100.00
2.0	Professional Surveyor Fee	1	Hour	100.00	100.00
3.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
4.0	Professional Engineer Fee	1	Hour	100.00	100.00
5.0	Professional Surveyor Fee	1	Hour	100.00	100.00
6.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
7.0	Professional Engineer Fee	1	Hour	100.00	100.00
8.0	Professional Surveyor Fee	1	Hour	100.00	100.00
9.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
10.0	Professional Engineer Fee	1	Hour	100.00	100.00
11.0	Professional Surveyor Fee	1	Hour	100.00	100.00
12.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
13.0	Professional Engineer Fee	1	Hour	100.00	100.00
14.0	Professional Surveyor Fee	1	Hour	100.00	100.00
15.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
16.0	Professional Engineer Fee	1	Hour	100.00	100.00
17.0	Professional Surveyor Fee	1	Hour	100.00	100.00
18.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
19.0	Professional Engineer Fee	1	Hour	100.00	100.00
20.0	Professional Surveyor Fee	1	Hour	100.00	100.00
21.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
22.0	Professional Engineer Fee	1	Hour	100.00	100.00
23.0	Professional Surveyor Fee	1	Hour	100.00	100.00
24.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
25.0	Professional Engineer Fee	1	Hour	100.00	100.00
26.0	Professional Surveyor Fee	1	Hour	100.00	100.00
27.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
28.0	Professional Engineer Fee	1	Hour	100.00	100.00
29.0	Professional Surveyor Fee	1	Hour	100.00	100.00
30.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
31.0	Professional Engineer Fee	1	Hour	100.00	100.00
32.0	Professional Surveyor Fee	1	Hour	100.00	100.00
33.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
34.0	Professional Engineer Fee	1	Hour	100.00	100.00
35.0	Professional Surveyor Fee	1	Hour	100.00	100.00
36.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
37.0	Professional Engineer Fee	1	Hour	100.00	100.00
38.0	Professional Surveyor Fee	1	Hour	100.00	100.00
39.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
40.0	Professional Engineer Fee	1	Hour	100.00	100.00
41.0	Professional Surveyor Fee	1	Hour	100.00	100.00
42.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
43.0	Professional Engineer Fee	1	Hour	100.00	100.00
44.0	Professional Surveyor Fee	1	Hour	100.00	100.00
45.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
46.0	Professional Engineer Fee	1	Hour	100.00	100.00
47.0	Professional Surveyor Fee	1	Hour	100.00	100.00
48.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
49.0	Professional Engineer Fee	1	Hour	100.00	100.00
50.0	Professional Surveyor Fee	1	Hour	100.00	100.00
51.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
52.0	Professional Engineer Fee	1	Hour	100.00	100.00
53.0	Professional Surveyor Fee	1	Hour	100.00	100.00
54.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
55.0	Professional Engineer Fee	1	Hour	100.00	100.00
56.0	Professional Surveyor Fee	1	Hour	100.00	100.00
57.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
58.0	Professional Engineer Fee	1	Hour	100.00	100.00
59.0	Professional Surveyor Fee	1	Hour	100.00	100.00
60.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
61.0	Professional Engineer Fee	1	Hour	100.00	100.00
62.0	Professional Surveyor Fee	1	Hour	100.00	100.00
63.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
64.0	Professional Engineer Fee	1	Hour	100.00	100.00
65.0	Professional Surveyor Fee	1	Hour	100.00	100.00
66.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
67.0	Professional Engineer Fee	1	Hour	100.00	100.00
68.0	Professional Surveyor Fee	1	Hour	100.00	100.00
69.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
70.0	Professional Engineer Fee	1	Hour	100.00	100.00
71.0	Professional Surveyor Fee	1	Hour	100.00	100.00
72.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
73.0	Professional Engineer Fee	1	Hour	100.00	100.00
74.0	Professional Surveyor Fee	1	Hour	100.00	100.00
75.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
76.0	Professional Engineer Fee	1	Hour	100.00	100.00
77.0	Professional Surveyor Fee	1	Hour	100.00	100.00
78.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
79.0	Professional Engineer Fee	1	Hour	100.00	100.00
80.0	Professional Surveyor Fee	1	Hour	100.00	100.00
81.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
82.0	Professional Engineer Fee	1	Hour	100.00	100.00
83.0	Professional Surveyor Fee	1	Hour	100.00	100.00
84.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
85.0	Professional Engineer Fee	1	Hour	100.00	100.00
86.0	Professional Surveyor Fee	1	Hour	100.00	100.00
87.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
88.0	Professional Engineer Fee	1	Hour	100.00	100.00
89.0	Professional Surveyor Fee	1	Hour	100.00	100.00
90.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
91.0	Professional Engineer Fee	1	Hour	100.00	100.00
92.0	Professional Surveyor Fee	1	Hour	100.00	100.00
93.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
94.0	Professional Engineer Fee	1	Hour	100.00	100.00
95.0	Professional Surveyor Fee	1	Hour	100.00	100.00
96.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
97.0	Professional Engineer Fee	1	Hour	100.00	100.00
98.0	Professional Surveyor Fee	1	Hour	100.00	100.00
99.0	Professional Land Surveyor Fee	1	Hour	100.00	100.00
100.0	Professional Engineer Fee	1	Hour	100.00	100.00

**EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, BOOTH, ERN, STRAUGHAN & HOTT, INC certifies, by submission of this document, 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

BOOTH, ERN, STRAUGHAN & HOTT, INC

By: 
Signature

Recipient's Name

DUANE K. BOOTH, PRESIDENT
Name and Title

DCA Contract Number

350 N. SIMLAK AVE
Street Address

TAVARES, FL 32778
City, State, Zip

7/8/13
Date

EXHIBIT D: TERMS FOR FEDERAL AID CONTRACTS

- A. It is understood and agreed that all rights of the County 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. The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:
- B. 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.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations 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. PROCUREMENT 375-030-12
- D. 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 will 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.
- E. 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.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, 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 County, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the County 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.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the County, 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 subcontractor or supplier as a result of such direction, the Consultant may request the County to enter into such litigation to protect the interests of the County, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. 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.
- J. 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.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant 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.
- L. 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.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the County 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 County. 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.
- N. The County hereby certifies that neither the consultant nor the consultant's representative has been required by the County, 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 County 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.

O. 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 The consultant further acknowledges that this agreement will be furnished to the County 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.
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 County 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.