



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)**

**ENGINEERING AND DESIGN SERVICES  
FOR PHASE THREE OF CITRUS GROVE ROAD**

<b>RSQ Number</b>	<b>17-0003</b>	<b>Senior Contracting Officer</b>	Susan Dugan
<b>Proposal Due Date</b>	<b>11/16/2016</b>	<b>Pre-Proposal Conference</b>	Not Applicable
<b>Proposal Time</b>	<b>3:00 p.m.</b>	<b>RSQ Issue Date</b>	10/29/2016

The County, in fulfillment of its interest and desire to realize maximum competition throughout its procurement program, invites and encourages your participation in this competitive purchasing action. If, after review of all requirements you decide not to participate in this solicitation at this time, or would prefer not to receive further notices of solicitations for services of this type, please mark the appropriate space immediately below and return this sheet only.

\_\_\_\_\_ Not interested at this time; please keep our firm on your List for future requests for this service.

\_\_\_\_\_ Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

**THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD**

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE: FAX:
CITY:	STATE:	ZIP:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:	
E-MAIL:	WEB URL:	
AUTHORIZED SIGNATURE:	PRINTED NAME:	

**Electronic Payment:** Please certify whether the bidder will accept payment processed through the County's VISA-based electronic payment system:  Yes  No (Check one)

## **SECTION 1.0 – SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS**

### **1.1 Purpose**

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, Lake County is soliciting statements of qualifications and letters of interest from firms qualified to provide engineering and design services for Phase Three of Citrus Grove Road located in the City of Minneola and unincorporated Lake County, Florida.

The contract(s) resulting from this solicitation will be for a single project undertaking.

Respondents are advised that any award under this solicitation will be by separate bilateral contract.

### **1.2 Scope of Work**

Provide engineering and design of Phase Three of Citrus Grove Road located in the City of Minneola and unincorporated Lake County, Florida. The project is funded for right of way acquisition under State of Florida Department of Transportation Financial Project No. 435541-2-44-01 (Economic Development Transportation Project Fund). This particular RSQ is not being funded by the FDOT project. The Project Development and Environmental Study was completed in December of 2008. The link to final report and appendix is:

[ftp://ftp.co.lake.fl.us/Public\\_Works/Engineering/MinneolaCollectorRoad/](ftp://ftp.co.lake.fl.us/Public_Works/Engineering/MinneolaCollectorRoad/) .

The project consists of the design of new construction of Citrus Grove Road a 4 lane roadway. The project also will provide an updated Roadway Corridor Alignment Evaluation.

**For further details, see the Scope of Work and Expected Deliverable Guidelines Spreadsheet attached as Exhibit "E1 and E2".**

The overall road project limits extend from US 27 to Hancock Road. Phase 3 of the project, for this submittal, begins at US 27 and extends east approximately 3,000 LF to the Founders Ridge Property (**Exhibit A**). The typical section of Citrus Grove Road will be 120 foot width right of way, a 4-lane urban typical section with 12' lanes, 4' bike lanes, full and directional median openings and dedicated left and right turn lanes in various locations of the project. The design will also include a 12.5' multi-use path along the north side and a 5' sidewalk along the south side (**Exhibit B**). Traffic Signal, Signing and Pavement markings will be required. All proposed sidewalks, shared-used path and curb ramps will need to comply with ADA requirements. Drainage design will be necessary including a pond siting evaluation. Surveying including topographic, above and below ground utilities, and right of way will be required. Permitting will be required. Utility coordination will be required. Coordination with property owners will be required. The consultant will also evaluate the intersections of the Roadway with US 27 for proper queue length by providing an updated intersection design traffic evaluation.

The Consultant will be required to coordinate the Phase 3 Plans with the Phase 2 plans being provided by the Founders Ridge (**Exhibit C**), a new urban neighborhood with seven hundred twenty two, (722) new home sites located on Citrus Grove Road, east of US 27 in Minneola Florida. The Founders Ridge Development is providing a plan to build the first two lanes (northern 2 lanes) of the future four lane roadway. Founders Ridge will design and permit for an entire four-lane section with construction of the first two lanes, and the fill and grading for the remaining two lanes of the roadway. The Developer designed segment is from Phase 3 east to Grassy Lake Rd. Lake County currently has Phase 1 from Phase 2 east to N. Hancock Road under design through a separate consultant contract.

The Consultant will be required to attend and lead meetings with affected property owners including the Founders Ridge Development. The Consultant will be required to coordinate with the City of Minneola

and also the Florida Department of Transportation District V office on plan review, as this segment is being funded by FDOT agreement for right of way. Public Meeting(s) will be required.

The Consultant will update findings of the PD&E study completed in 2008 with a corridor alignment evaluation. This Study will include a cost benefit analysis of no less than three alignments for Phase 3 along the existing Corridor of Citrus Grove Rd. However, these alignment evaluations shall begin at the current intersection of Citrus Grove Rd with US 27 and shall tie in at the existing Phase 2 alignment on Founders Ridge. The evaluation will include impacts to property, residences, businesses, Duke Energy transmission, and stormwater pond locations. The Study will include Public Meetings and a Presentation to the City Council and Board of County Commissioners.

The Lake County Standard Scope of Work and Expected Deliverable Guidelines Spreadsheet are attached as **Exhibit E1, and E2**. The Guidelines and Deliverables may be modified during the project scoping and negotiation process.

### **1.3 Qualifying Standards**

This program will require that the prime consultant be pre-qualified by FDOT for engineering services to be provided related to this agreement.

### **1.4 Period of Performance / Term of Contract**

Services shall begin upon written notification to proceed by the COUNTY.

### **1.5 Option to Renew**

Not applicable.

### **1.6 Key Contractor Personnel**

In submitting a qualifications package, the respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

### **1.7 Prohibition Against Contingent Fees**

Any contract entered into as a result of this request for response shall contain the following statement.

“I, as an authorized agent of *[firm name]* warrant that *[firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for *[firm name]* to solicit or secure this agreement and that *[firm name]* has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for *[firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

### **1.8 Truth In Negotiation Certificate**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant

sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### 1.9 Insurance Requirements

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

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

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

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

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

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant,

environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

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

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

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

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

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

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.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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 vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

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 vendor and/or sub contractor providing such insurance.

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

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

## **SECTION 2.0 – GENERAL TERMS AND CONDITIONS**

### **2.1 Definitions**

“Request for Statements of Qualifications (RSQ)” means a formal solicitation inviting statements of qualifications.

“Response” means the information submitted by the respondent in response to this RSQ.

“Respondent” means the person, firm, or corporation who submits a response.

“County” means Lake County, Florida.

“Board of County Commissioners” or “BCC” means the governing Board of Lake County, Florida.

“Contractor” means a respondent awarded a contract from this solicitation.

“You” and “your” mean the same as the term “respondent” above.

“Shall”, “must”, or “will” are equivalent in this RSQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County.

“Should” or “may” are equivalent in this RSQ and are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package, but may be a factor considered in the overall evaluation process.

### **2.2 General Qualification Guidance**

Receipt of this document does not indicate that the Procurement Services office has pre-determined your company's qualifications to receive a contract award. Such determination will be based on evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document.

Section 287.055, Florida Statutes, “The Consultants’ Competitive Negotiation Act” will be followed to secure the required firm. The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RSQ, the County may utilize site visits or may request additional material, information, presentations or references from the respondent(s) that submitted qualifications packages.

### **2.3 Incurred Expenses**

This RSQ does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, the respondent agrees that all costs associated with the preparation of the qualifications package will be solely the respondent’s responsibility. The respondent also agrees that the County bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

### **2.4 Minor Irregularities**

The County reserves the right to waive minor irregularities in submitted qualifications packages when such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **2.5 Collusive Responses**

The respondent certifies, by submission of a response, that its response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting

to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

## **2.6 Conflict Of Interest**

If any officer, director, or agent of your organization is also an employee of the Lake County Board of County Commissioners, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any County employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

If there is a conflict of interest as defined above and by Chapter 112, Part III, Florida Statutes, and Code of Ethics for Public Officers and Employees, the issue will be addressed to the County Attorney Office for review and opinion whether or not the respondent can be considered for award.

## **2.7 Public Entity Crimes**

Pursuant to Section 287.132 and 287.133, Florida Statutes, the County, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. By submitting a qualifications package in response to this RSQ, the respondent is certifying that it is eligible for award under this solicitation pursuant to Section 287.132 and 287.133, Florida Statutes.

## **2.8 No Confidentiality of Information**

When the qualifications package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of a qualifications package does not affect this right.

The County is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

## **2.9 PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor

keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in section II of the relevant solicitation.**

## **SECTION 3.0 – SUBMITTAL OF RESPONSE AND AWARD**

### **3.1 Response Location, Date, and Time**

The vendor response to this solicitation, along with the specified number of copies, shall be received at the specified location, date, and time specified on the front page of this solicitation. Any original response package received at the specified location after the specified date and time will not be considered and will be returned unopened to the submitter at the submitter's expense.

### **3.2 Delivery of Qualifications Packages**

Unless the Qualifications Package is delivered in person by a person from the responding organization, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-Ex, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services. Each package shall be clearly marked with RSQ number, title, and company name. To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA 32778

If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your Qualifications Package by a **THIRD PARTY CARRIER** such as **Fed-Ex, UPS, DHL, or a private courier**, please addresses it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

**NOTE: Submission via facsimile (fax) or email or other electronic media will not be accepted.**

### **3.3 Public Opening of Responses on Specified Due Date**

At the date and time specified, all timely qualifications packages that have been accepted by the County will be formally opened and conditionally accepted for consideration. The names of the firms submitting packages will be read aloud and recorded. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the Procurement Services office at least five (5) days prior to the scheduled response due date.

### **3.4 Questions Concerning This Solicitation:**

Questions concerning any portion of this RSQ shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RSQ. To ensure reply, questions should be submitted at least seven (7) days before the response due date date.

Susan Dugan, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone: 352.343.9839, Fax: 352.343.9473,  
E-mail: sdugan@lakecountyfl.gov

Failure by a potential respondent to ask questions or request changes by the date indicated above shall constitute the respondent's acceptance of the requirements set forth in this RSQ. No answers provided by any party given in response to questions submitted shall be binding upon this RSQ unless released in writing as an addendum to the RSQ by the Office of Procurement Services.

### **3.5 Respondents Responsibility / Clarification and Addenda**

While the County has used considerable efforts to ensure an accurate representation of information in this RSQ, each prospective respondent is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RSQ. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. A respondent, by submitting a qualifications package, represents that the respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the respondent is familiar with the local conditions under which the awarded Respondent must perform. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax 352-343-9473 or e-mail are acceptable] in accordance with procedures set forth herein. The County will not be responsible for any oral communication given by any employee, agent, or representative of the County. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If the County revises (amends) this RSQ, notice will be posted on the Lake County Internet site:  
[http://www.lakegovernment.com/departments/procurement\\_services/open\\_bids.aspx](http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx)

You must acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RSQ before submitting your proposal.

Before submitting a qualifications package, each respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the respondent will rely. If the respondent receives an award, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **3.6 Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or

any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

### **3.7 Specific Directions Regarding Format and Contents of Response**

Firms, organizations, joint ventures, or individuals interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and five (5) copies, each marked "COPY," of their qualifications package for review and evaluation by the County. **The vendor shall submit their response within a sealed envelope or package clearly marked with the vendor's name and the solicitation number on the outside of the envelope or package.** Failure to provide the required copies and information may result in the qualifications package not being considered.

To facilitate analysis of its qualifications package, the respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the respondent's qualifications package deviates from these instructions, such response may, in the County's sole discretion, be rejected. The County emphasizes that the respondent concentrate on accuracy, completeness, and clarity of content.

#### **3.7.1 Economy of Presentation**

Each qualifications package shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RSQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that respondent follow the format and instructions contained herein. The County retains the prerogative to reject any response that does not essentially conform to the stated requirements.

#### **3.7.2 Qualifications Package Guidelines**

Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

Abbreviations and Acronyms – All abbreviations and acronyms used in the qualifications package shall be explained and/or defined upon their first usage in each section of the qualifications package.

Page Limitation, Size, and Format – Responses are limited to a total page count not to exceed 50 pages. This count includes all response content to include completed County Forms 1A, and 1 through 6, but excluding tab sheets, covers, or any County-issued addenda pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages may be single-spaced. The text size should be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Binding and Labeling – The entirety of the qualifications package should be spiral bound on the left margin to permit the qualifications package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

### **3.7.3 Qualifications Package Sections**

The respondent shall organize its qualifications package into the following major sections.

#### COUNTY’S RSQ COVER SHEET

TAB A – STATEMENT OF INTEREST: To be submitted on the firm's letterhead.

The statement of interest shall:

- Concisely state the firm's understanding of the services required by the County.
- Include additional relevant information not requested elsewhere in the RSQ.
- The signature on the statement shall be that of a person authorized to bind the firm.

Tab A shall also contain a properly completed, signed, and notarized Form A-1, Conflict of Interest Disclosure Form.

TAB B – FIRM PROFILE: Include completed Form 1 and a copy of the respondent’s current State of Florida Board of Professional Regulation License.

TAB C – TEAM COMPOSITION AND SUBCONSULTANTS: Complete Form 2. List the key people proposed for the County’s project along with any proposed sub consultants. Include a copy of each person’s current State of Florida Board of Professional Regulation License. Additional resumes and/or information about the individuals proposed on this team may be attached but will be included in the total page count. Respondents are advised their location, and that their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA, and that this information will be considered and documented throughout the evaluation and award process.

TAB D – LOCATION AND PERCENTAGE OF WORK TO BE COMPLETED: Complete Form 3.

TAB E – SIMILAR PROJECTS: Complete Form 4. This form may be reproduced.

TAB F – VOLUME OF WORK: Complete Form 5.

TAB G – ADDITIONAL INFORMATION: Complete Form 6.

### **3.8 Withdrawal of Qualifications Package**

You may withdraw your qualifications package or modify it at any time prior to the official response due date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

### **3.9 Qualifications Package Acceptance / Rejection**

The County reserves the right to accept or reject any or all qualifications packages received as a result of this RSQ, or to negotiate separately with competing contractors. The County reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.

### **3.10 Discussions and/or Presentations After Initial Response**

The County, at its sole discretion, may conduct discussions with, and/or require formal presentations by, any respondent without charge to the County. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The County shall be the sole judge of compliance in this regard. The County reserves the right to conduct discussions with any respondent(s) which has (has) been "short-listed" as a most-qualified respondent.

Respondents are cautioned not to assume that they will be asked for discussions or a presentation and should include all pertinent and required information in their original qualifications package.

Discussions and/or presentations shall follow the spirit and intent of provision 3.7.1 above. Any formal presentations that are overly elaborate and appear to rely more on the technical manner of presentation rather than on the actual content of presentation will be subject to lesser technical ranking. The discussion and/or presentation shall be focused on the essentials of the project itself, and, unless requested by the respondent and approved by the County, shall include no more than three representatives from the respondent, one of whom shall be the respondent's proposed project manager for the effort to be performed. Any additional attendees must have a documented direct function in the work to be performed.

Upon completion of discussions and/or presentations with short-listed respondents, the County will determine which one (or more in the case of a multiple award continuing contract) of those respondents is considered the best qualified for the specific work being solicited. Pricing negotiations will then ensue with the respondent(s) in the manner stated in Section 287.055, Florida Statutes.

### **3.11 Award of Contract(s)**

The County reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the County within the selection factors and process cited within Section 287.055, Florida Statutes.

It is understood that the County is not obligated to make an award under or as a result of this RSQ or to award such contract, if any, on the basis of lowest cost or one factor alone. The County reserves the right to award such contract, if any, to the best qualified respondent(s).

The County has the sole discretion, and reserves the right, to cancel this RSQ, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.

Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.

In the event of default by the awarded Respondent, the County reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

### **3.12 Time Limit To Submit Required Award or Initial Performance Related Documentation**

Within ten (10) calendar days after County notification of intent to award, or subsequent intent to proceed, any successful respondent must furnish all deliverables or documentation required to specifically support the County intent. If any successful respondent fails to furnish the required deliverables within the required time frame, intent to award, or award to that respondent may be withdrawn and award made to the next highest rated respondent.

### **3.13 Disputes/Exceptions**

Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RSQ

document, any addendum to this RSQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the County's issuance of the qualifications package document or addenda, or notice of award or rejection. The written dispute shall be sent via certified mail or delivered in person to the County's Procurement Manager, who shall administer the matter in the manner currently expressed in the County's formal protest procedure. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to will be rejected unless there is clear evidence of arbitrary or capricious action in that regard.

Any prospective respondent who may have any exceptions to any requirements set forth in this RSQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the County personnel involved in the review and evaluation process. It is recommended that any such exception or deviation be addressed to the assigned contracting officer in writing during the solicitation period.

**3.14 Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:

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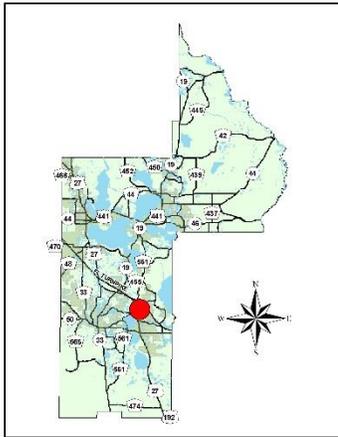
## ATTACHMENTS AND EXHIBITS

Exhibit A	Citrus Grove Road Alignment Map
Exhibit B	Citrus Grove Road Typical Section Drawing
Exhibit E-1	Scope of Work Requirements updated 3/20/2015
Exhibit E-2	Expected Deliverables Guideline Spreadsheet

**The following forms must be completed and submitted with vendors response:**

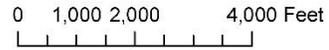
Form A-1	Conflict of Interest Disclosure Form
Form 1	Firm Profile Form
Form 2	Team Composition Form
Form 3	Location Form
Form 4	Similar Projects Form
Form 5	Volume of Work Form
Form 6	Additional Information Form

# EXHIBIT A



## Citrus Grove Road Phase 3

From US 27, East to Founders Ridge Property Line



# EXHIBIT B

## Citrus Grove Road Typical Section Not to Scale

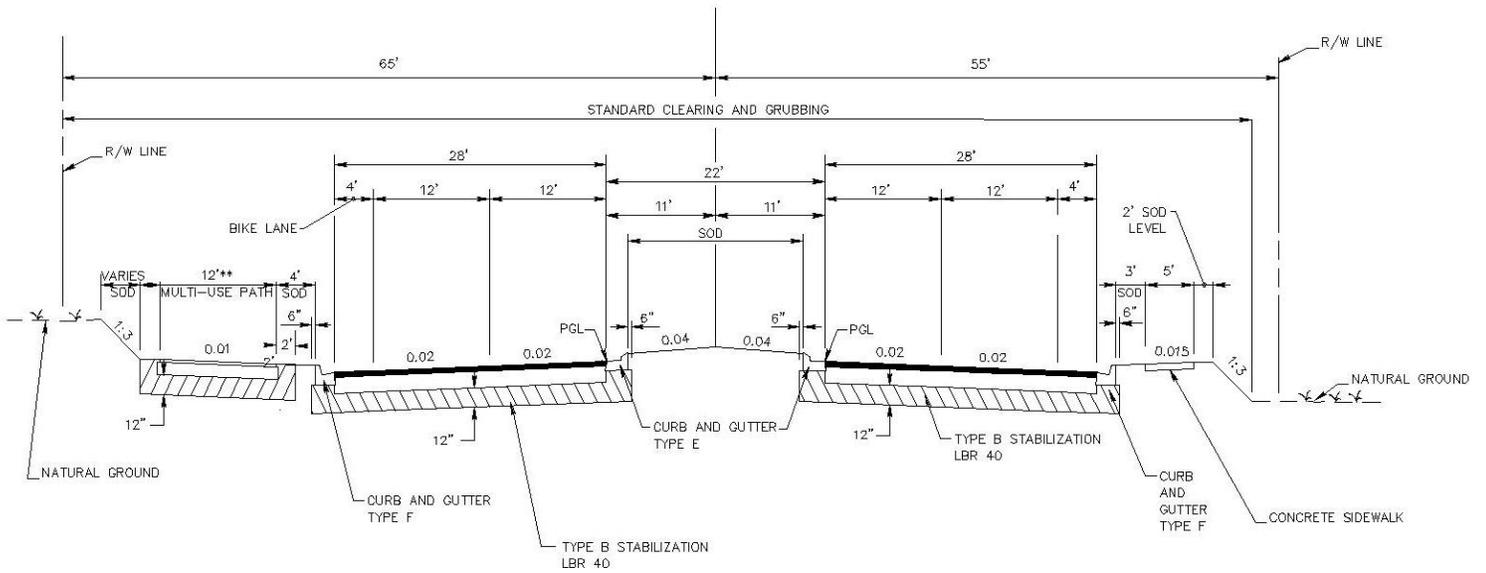
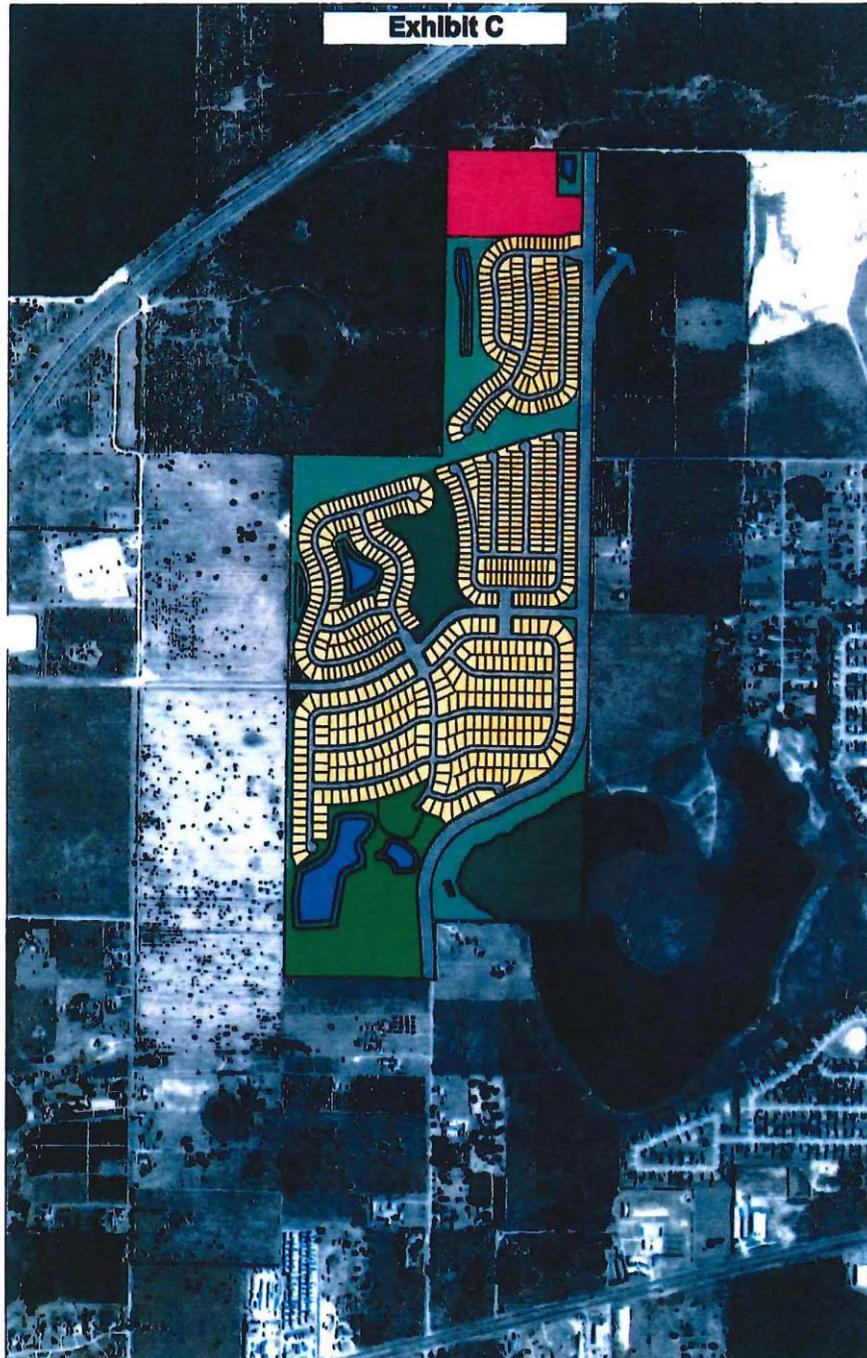


Exhibit C

Citrus Grove (Formerly Founders Ridge)



**Exhibit E-1**  
**LAKE COUNTY PUBLIC WORKS**  
**SCOPE OF WORK REQUIREMENTS**  
**Updated 3/20/2015**

- A. General Requirements
- B. Survey Requirements
- C. Right of Way Plan Requirements:
- D. Plan Deliverables:
- E. Invoice Requirements:
- F. Public Involvement/Meeting Requirements:

**A. General Requirements:**

- 1) Consultant shall refer to Lake County's "Expected Deliverable Guidelines" for additional expectations for completion of project milestones and deliverables.
- 2) Consultant shall prepare a project schedule and present to the County project manager at the project kickoff meeting
- 3) Consultant shall create and prepare project deliverable Cad files utilizing Autocad. Microstation files converted to AutoCAD shall not be acceptable.
- 4) Consultant shall construct and maintain a web page detailing the project
- 5) Consultant shall schedule, conduct, and present all public meetings according to the approved public meeting scope and public meeting checklist.
- 6) Consultant shall Advertise and Notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.
- 7) Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of the County project manager, telephone conference calls may substitute for face to face meetings.

**B. Survey Requirements:**

- 1) Consultant shall prepare the Record Survey under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. The survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes".
- 2) Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to the County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.
- 3) Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent, redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.

- 4) Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.
- 5) Prior to beginning survey, the consultant will request a copy of a Right of Way package from the Lake County Right of Way Supervisor. This package will include all the right of way information available in the Lake County Public Works Department.
- 6) Consultant shall recover documentation along existing right of way lines according to all available recorded Public Records. Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying existing right of way lines per County maps, platted or dedicated rights of way. The Survey shall show existing recorded right of way with recording information for the dedication document clearly identified (deed, plat, court order, or recorded maintenance or right of way maps). This information shall include intersecting side street right of way shown on the survey. All other evidence of right of way that is shown on the survey shall be shown in different line type, with the source clearly identified (i.e. property line per deed, State Road Department (SRD)/FDOT monument found, RW per unrecorded plat, recorded plat, etc.)
- 7) Consultant shall file Certified Corner Records (CCR) to Florida Department of Environmental Protection unless one already exists in the state database. Included shall be Section Corners, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.
- 8) Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County staff.
- 9) Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by Lake County Public Works / Engineering / Right of Way Section.
- 10) Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.
- 11) Consultant shall detail existing underground storm water and sanitary sewer structures including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.
- 12) Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.
- 13) Contractors and subcontractors must have capability to work from plans in AutoCAD format. Lake County does not provide hard copy detailed plans for the purpose of survey stakeout.

- 14) The Final signed and sealed survey shall be provided to the Project Manager for review by the County Staff. Upon approval, three (3) signed and sealed copies of the survey, along with an electronic file in appropriate format shall be provided to the Project Manager for distribution to County Staff.

**C. Right of Way Plan Requirements:**

- 1) Right of Way Mapping (Right of Way Identification Maps)
  - a) The consultant shall prepare a Right of Way I.D. Map for the entire project area at a scale not to exceed 1" = 40' (1" = 40' or larger). The sheet view set up on detail sheets shall include only 2 match lines per page (with exceptions at the intersections), and only one alignment per sheet, with view being aligned with the direction of the road, trail or sidewalk. No Text below .10 times (x) the map scale. Lake County prefers the stationing shown on the RW ID Maps match the stationing shown on design plans. Situations where not possible should be discussed with the Lake County Survey Manager. Pond site detail sheet should be provided at the end of the map/survey. RW ID Maps shall also include the following:
    - i. Key Map, not to exceed 1"= 400', which provides full coverage of the project area and assists in defining the overall project limits.
    - ii. Table of Ownership, which provides present ownership and recording information in tabular form, on a separate tabulation sheet at the end of the map. The minimum parcel data required shall include parcel identification numbers or alternate key numbers; the sheet numbers on which each parcel appears; names of property owners; area of acquisition; interest of acquisition (RW- right of way; WRA-water retention area; PE-perpetual grading drainage and utility easement; DE-drainage easements; TCE-temporary construction easements; RE-right of entry agreement. Other interest types may be identified for project, and should be coordinated with the RW Supervisor and Project Manager.
    - iii. Section & ¼ section lines should be shown and labeled within scope.
  - b) All survey work shall be prepared under the direction and supervision of a Professional Surveyor and Mapper, licensed in the State of Florida. The Survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida state Statutes. The consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired, including: RW – (Fee simple); WRA (Water Retention Areas); PE (Permanent Grading Drainage and Utility Easements); DE (Drainage Easements); TCE (Temporary Construction Easements); RE (Right of Entry Agreements). The consultant shall submit 60%, 90%, and 100% progress review submittals of the Right of Way I.D. Maps on D size (24" x 36") format in landscape view. Electronic copies of AutoCAD files (in format approved by Project Engineer) shall be submitted with final signed and sealed Right of Way I.D. Maps.
  - c) Sufficient control data shall be shown on the final Right of Way Identification Map to allow for preparation of legal descriptions and parcel sketches for individual parcels with no additional field information needed.
  - d) Consultant shall update and modify legal descriptions and parcel sketches, Right of Way I.D. Maps as needed until final 100% submittal.

2) Review of Title Work

- a) The consultant shall be responsible for all title work needed to provide an accurate Project Survey and Right of Way Identification Maps. Prior to initiating any title searches, the consultant shall meet with the Lake County Right of Way Supervisor to discuss title search parameters, and for approval of the title search company that will be used. The consultant shall provide the Right of Way Supervisor with a copy of the title work, and associated documents. Cost for each search should be included in the project scope.
- b) The consultant shall also review supplemental surveys and investigations performed by the consultant and/or other record information. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right of Way I.D. Map and parcel sketches.

3) Legal Descriptions and Parcel Sketches

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

4) Right of Way Surveys, Alignment and Monumentation

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

**D. Plan Deliverables:**

1) Expected Plan sheet Divisions:

<u>NO.</u>	<u>DESCRIPTION</u>
1	COVER / KEY SHEET
2	DRAINAGE MAP
3-4	TYPICAL SECTIONS
5-6	GENERAL NOTES
7-8	PROJECT LAYOUT
9-10	REFERENCE POINTS / CONTROL
11-12	ROADWAY PLAN
13-14	ROADWAY PROFILE
15-16	SPECIAL PROFILES
17-18	DRIVEWAY DETAILS
19-20	DRAINAGE STRUCTURE DATA
21-22	POND DETAILS / OUTFALL DETAILS
23-24	POND CROSS SECTIONS
25-26	CROSS SECTION PATTERN
27-28	CROSS SECTIONS
29-30	SIGNING AND MARKING PLAN
31-32	STORMWATER POLLUTION PREVENTION PLAN
33-34	EROSIONS CONTROL PLAN
35-36	TRAFFIC CONTROL PLAN
37-38	UTILITY ADJUSTMENT PLAN
39-40	SIGNALIZATION PLAN
41-42	LIGHTING PLAN
43-44	LANDSCAPE PLAN
45-46	GEOTECHNICAL PLAN

2) Deliverables at the 30% design submittal level:

- a) Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by Lake County.
- b) A letter from the Consultant to the County project manager listing **all** permits that will be required for the project and what agency the permit will be sought from.
- c) Consultant will complete an initial threatened and endangered species survey and present a copy of the results to the County project manager
- d) Consultant will complete a phase one environmental survey (if applicable) and submit results to the County project manager.
- e) Consultant will complete a planned storm water and initial pond siting report and submit to County project manager for review.
- f) Submitted plans will include “line and grade” plan view and:
  - i. exceed the construction boundaries by 300 feet running longitudinally with the travel way and show existing conditions
  - ii. include a cover page acceptable to the County project manager
  - iii. include County typical sections
  - iv. include County general notes pages

- v. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.
  - vi. Show stationing with beginning and ending project station limits.
  - vii. show existing pavement striping (on additional sheet if necessary for legibility)
  - viii. Show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc.)
  - ix. Show proposed edge of pavement and preliminary proposed right-of-way on plans.
  - x. Show pond locations relative to roadways on plans.
  - xi. Signal plans are to be initiated with proposed Pole locations and ROW impacts provided on plans for review.
- g) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy of submitted plans in pdf format, and an electronic file in an AutoCAD format identified by Lake County of the submitted plans.

3) Deliverables at the 60% design submittal level:

- a) A copy of the transmittals for the utility companies notified within the limits of the project for "red – brown – green" markups. All utilities within the project limits shall be notified.
- b) A copy of **any and all** permit plans, permit package (including calculations if necessary) that will be submitted to required permitting agencies, **or** copy of a letter of request for exemption from needing a permit that will be sent to the permitting agency.
- c) Three copies of the preliminary Right of Way I.D. Maps showing existing and proposed right of way is to be provided. The existing right of way shown on the Right of Way ID Map shall include the recorded right of way, including the recording information for all public rights of ways and easements, and any other RW as approved by the Lake County Engineering Director or his designee.
- d) Three (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format provided on the submittal CD.
- e) Submitted plans will include all items listed under the 30% submittal and:
  - i. all corrections made to the 30% reviewed plans addressing the comments made by the County project manager
  - ii. Failure to make corrections to the 30% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.
  - iii. any problem areas that may exist with utilities noted on the plans
  - iv. plan views, profile views, and cross section views (interval to be set by the County project manager)
  - v. show proposed storm water management system
  - vi. show the relevant Geotechnical information on the plans
  - vii. show approximate location of listed species and/or environmental impacts
  - viii. Provide preliminary signal plans.
- f) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by Lake County of the project and submitted plans

4) Deliverables at the 90% design submittal level:

- a) A copy of **all** needed permits for the project **approved** by the permitting agency with an electronic copy in pdf format provided on the submittal CD.
- b) A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.
- c) An **electronic** copy (AutoCAD, pdf, etc.) of the 60% plan submittal “red – brown – green” markups from **all** utilities within the limits of the project shall be included on the submittal CD
- d) Copies of any correspondence between a utility and the Consultant shall be provided to the County project manager with an electronic copy in pdf format provided on the submittal CD
- e) Submitted plans will include all items listed under the 60% submittal and:
  - i. all corrections made to the 60% reviewed plans addressing the comments made by the County project manager
  - ii. all corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups)
  - iii. Failure to make corrections to the 60% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.
  - iv. Proposed signing and pavement marking plans.
  - v. Signalization plans provided in accordance with the FDOT Plans Preparation Manual.
- f) Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.
- g) Three copies of the final Right of Way I.D. Maps showing existing and proposed right of way is to be provided addressing the comments made by the County project manager.
- h) Three copies of the preliminary legal descriptions and sketches (L&S) for proposed RW, easements and TCE. L&S for right of entry areas should be discussed with the RW Supervisor before preparation.
- i) Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by Lake County of the project and submitted plans

5) Deliverables at the 100% design submittal level:

- a) Submitted plans will include all items listed under the 90% submittal and:
  - i. All corrections made to the 90% reviewed plans addressing the comments made by the County project manager
  - ii. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any)
- b) Three (3) copies Signed & Sealed of the Final Right of Way I.D. Maps showing existing and proposed right of way and addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.

- c) Three (3) copies Signed & Sealed of the Final legal descriptions and sketches of proposed right of way and easements, addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.
  - d) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD in AutoCAD format of the submitted plans
- 6) Deliverables at the Final submittal level:
- a) 2 copies each of **all** permits with pdf copy provided on submittal DVD
  - b) 2 copies each of **any** agency permit exemption letter with pdf copy provided on submittal DVD
  - c) 2 copies each of **any** geotechnical reports with pdf copy provided on submittal DVD
  - d) 2 copies each of **any** environmental reports with pdf copy provided on submittal DVD
  - e) Three (3) signed and sealed project plan record sets
  - f) Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.
  - g) One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.

**E. Invoice Requirements:**

- 1) The Consultant is free to submit required deliverable items **before** the listed submittal percentage level with the approval of the County project manager
- 2) Design submittals will not be considered complete until all items listed under the appropriate design submittal level are delivered and approved by the County
- 3) Invoices will be put thru for payment by the County project manager **only** when the County is in possession of all deliverables for the relevant submittal.
- 4) Advancement to the next design submittal level shall not take place until the previous submittal is approved by the County and considered complete.

**F. Public Meeting / Project Involvement Requirements: Public meetings will be required.**

- 1) Public Involvement
  - a. Web site creation and maintenance
  - b. Project Coordination with land owners / developments
  - c. Project Coordination with City
  - d. Project News Letter

- 2) Public Meeting:
  - a. Project Discussion Meeting (Approx. 2 months before meeting)
  - b. Mailing List (Prepare 6-weeks prior to public meeting)
  - c. Meeting Location Facility (Arrange 6-8 weeks prior to public meeting)
  - d. The following must be coordinated with the Lake County Project Manager for approval:
    - i. Proposed Meeting Day/Date/Time
    - ii. Start time for Meeting & Presentation Start Time
    - iii. County Commissioner Availability for meeting time and location must be verified!
    - iv. Notify County Attorney of Proposed Date
    - v. Check Facility Amenities
    - vi. Visit site and check for following:
      - a. Screen
      - b. Sound System
      - c. Seating
  - e. Flyer (Mail out 2 weeks prior to public meeting)
    - i. Engineering Director's Approval
    - ii. Public Works Director's Approval
  - f. Press Release: Prepared and sent to county PIO for approval.
  - g. Legal Advertisement (Advertise in Newspaper for 1 day only- 10-14 day prior to public meeting)
  - h. Consultant Presentation (Draft reviewed 1 month prior to meeting)
  - i. Consultant Responsible for the following
    - i. Boards
    - ii. Powerpoint
    - iii. Sign In Sheets
    - iv. Speaker Cards
    - v. Comment Cards
  - j. After the Meeting Procedures
    - i. compile Comments
    - ii. prepare Responses
    - iii. update Mailout List
    - iv. contact Owners (if requested)
    - v. mail out Responses
    - vi. Website (add to website)

**Exhibit E-2**  
**LAKE COUNTY PUBLIC WORKS**  
**Expected Deliverables Guideline Spreadsheet**

Lake County Dept. of Public Works Project Management								
PROJECT MANAGEMENT	Project Definition and Summary	Project Startup	Geometric Review (30)	General Plans Review (60%)	Preliminary Contract Review (90%)	Final Contract Review (100%)	Bid Review	Out To Bid
<b>Purpose / Milestone</b>	<ul style="list-style-type: none"> <li>Documents the project purpose, type, strategy, phase durations, budget, and recommended ad date.</li> <li>Identified in the Transportation Construction Program.</li> <li>PD&amp;E and Environmental Reviews have been completed.</li> </ul>	<ul style="list-style-type: none"> <li>Provides basis to project team to determine levels of review documentation.</li> <li>Documents the key project criteria, assumptions, and deliverable format.</li> <li>Team assignment Roles &amp; responsibilities established</li> <li>Major Milestones established</li> <li>Boundaries of project identified</li> <li>Project Management Plan completed, including: Baseline schedule Budget</li> </ul>	<ul style="list-style-type: none"> <li>Documents design criteria and major design decisions.</li> </ul>	<ul style="list-style-type: none"> <li>Design of major project elements completed</li> <li>Review for constructability</li> <li>Conformance with standards</li> </ul>	<ul style="list-style-type: none"> <li>On small projects, this may be combined with the final Contract Review.</li> <li>This is intended to be a near-final review.</li> <li>Items missing from design should be minor and should be documented by reviewers</li> </ul>	<ul style="list-style-type: none"> <li>Plans are bid ready.</li> <li>All previous comments have been addressed.</li> <li>Minor changes if any.</li> </ul>	<ul style="list-style-type: none"> <li>Submittal of all final deliverables. Minor changes to review left over from 100%.</li> </ul>	<ul style="list-style-type: none"> <li>Final Checklist Sign Off by County Engineer</li> <li>All documents to Bid Folder</li> <li>Evaluation of team/ consultant performance completed</li> </ul>
<b>Decisions Frozen and Milestones Completed</b>		<ul style="list-style-type: none"> <li>Milestone dates set</li> <li>Design criteria set.</li> <li>Expected level of effort</li> <li>Authorized budget</li> <li>Deliverable list</li> </ul>	<ul style="list-style-type: none"> <li>Design concept fixed</li> <li>Design features defined</li> <li>Type size and location of all structures fixed</li> <li>Approval to begin ROW acquisition process</li> <li>Approval of geometric design</li> <li>Design Concurrence/ Approval</li> </ul>	<ul style="list-style-type: none"> <li>All key project elements and features that drive the project outcome and costs are defined.</li> <li>Type, size and location of key elements and features fixed.</li> <li>Geometric Review comments resolved and documented</li> </ul>	<ul style="list-style-type: none"> <li>The deliverables are substantially complete</li> <li>Review and acceptance of design detail of key elements and features</li> <li>Permits Obtained.</li> <li>All environmental permits are approved, verified, and accepted for inclusion into the plans</li> <li>General Plans Review comments resolved &amp; documented.</li> </ul>	<ul style="list-style-type: none"> <li>The Deliverables are Complete.</li> <li>All Review Comments adjudicated.</li> <li>Plans and specs sealed at end. ROW certification.</li> <li>Final Project Approval</li> </ul>	<ul style="list-style-type: none"> <li>Owner accepts design Approval to advertise</li> <li>ROW is clear</li> </ul>	
<b>Environmental Review, Permitting, and Documentation</b>	<ul style="list-style-type: none"> <li>PD&amp;E Study is the basis for the alignment of the project.</li> <li>PD&amp;E will also document environmental issues.</li> <li>In the absence of a PD&amp;E establish environmental issues in the project startup.</li> </ul>	<ul style="list-style-type: none"> <li>Verify Environmental Documentation and permits needed .</li> <li>Wetland areas delineated for survey Scope of work</li> </ul>	<ul style="list-style-type: none"> <li>Agency and public coordination conducted</li> <li>Permits needed verified and begin submitting applications</li> <li>Environmental Studies initiated</li> </ul>	<ul style="list-style-type: none"> <li>All environmental permit applications submitted</li> <li>Permits conditions coordinated with the design team and incorporated into the plans</li> </ul>	<ul style="list-style-type: none"> <li>All environmental permits approved, verified, and accepted for inclusion into the plans</li> <li>All environmental special provisions approved and included in the PS&amp;E plan set</li> <li>All permits and environmental requirements completed</li> </ul>	<ul style="list-style-type: none"> <li>Environmental Commitment File completed</li> </ul>	<ul style="list-style-type: none"> <li>Environmental Permits in the Bid Docs Folder</li> </ul>	
<b>Estimates</b>	<ul style="list-style-type: none"> <li>Preliminary cost estimate developed if project is not in the Transportation Construction Program</li> </ul>	<ul style="list-style-type: none"> <li>Budget assumptions communicated.</li> </ul>		<ul style="list-style-type: none"> <li>Construction cost estimate updated.</li> <li>RW cost estimate calculated (once areas of acquisition provided).</li> </ul>	<ul style="list-style-type: none"> <li>Construction cost estimate completed.</li> <li>Summary of quantities completed.</li> </ul>	<ul style="list-style-type: none"> <li>Construction cost estimate finalized</li> </ul>	<ul style="list-style-type: none"> <li>Construction cost estimate updated if needed.</li> </ul>	
<b>Intersection Plans</b>	<ul style="list-style-type: none"> <li>Traffic Safety Study if available used as basis for scope of work.</li> <li>Intersection issues and deficiencies identified.</li> </ul>	<ul style="list-style-type: none"> <li>Intersection improvement recommendations reviewed</li> </ul>	<ul style="list-style-type: none"> <li>Intersection Plans approved</li> <li>Signal Plan initiated (if required)</li> <li>Confirm Turn Lane Queue Lengths and number of lanes</li> <li>Verify RW accurate on intersection streets.</li> </ul>		<ul style="list-style-type: none"> <li>Signal Poles layout completed</li> </ul>	<ul style="list-style-type: none"> <li>Final Plan Review</li> </ul>	<ul style="list-style-type: none"> <li>Final Plan Update</li> </ul>	

<b>Right of Way (RW)</b>	<ul style="list-style-type: none"> <li>• Requirements for Right of Way documented</li> <li>• Look at quotes &amp; calculate # of L&amp;S needed (owners impacted x 2)</li> </ul>	<ul style="list-style-type: none"> <li>• Preliminary RW needs identified.</li> <li>• Title reports ordered</li> <li>• RW Package Prepared &amp; Ready</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule review with RW Team at the request of the County Engineer (Alignment, Ponds &amp; impacts)</li> <li>• Right of Entries for project investigations obtained at the request of the Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Submit preliminary RW I.D. maps showing existing and proposed right of way with 60% plans.</li> <li>• RW schedule meeting w/County Engineer to review alignment &amp; limits of construction.</li> <li>• County Engineer to sign off on Plan set before proceeding with plans, etc.</li> <li>• Legal description &amp; sketches (L&amp;S) will be requested under direction of the County Engineer.</li> <li>• Pre-acquisition initiated.</li> <li>• Relocation issues discussed &amp; relocation plan initiated on Federally funded projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Final RW ID maps submitted for review (final S&amp;S copies (2 each) provided after review)</li> <li>• L&amp;S submitted for review (final S&amp;S copies provided between 90% &amp; 100% plans)</li> <li>• RW negotiations initiated.</li> <li>• Relocation continues on Federally funded projects.</li> <li>• Eminent Domain initiated on parcels unable to be secured.</li> </ul>	<ul style="list-style-type: none"> <li>• RW negotiations complete before going to bid.</li> <li>• Eminent Domain complete through O.T. (Order of Take) before going to bid.</li> </ul>	<ul style="list-style-type: none"> <li>• Right of Way certified if DOT Project.</li> </ul>	
<b>Roadway Geometrics and Plans</b>	<ul style="list-style-type: none"> <li>• Project limits identified.</li> <li>• Preliminary Design Criteria established.</li> <li>• PD&amp;E or Preliminary Engineering Report reviewed for alignment and all issues.</li> <li>• Affected alignments identified</li> <li>• New versus existing alignment determined</li> <li>• Lane/shoulder widths determined</li> <li>• Design matrix identified</li> <li>• Design speed defined.</li> <li>• Traffic Studies Provided.</li> </ul>	<ul style="list-style-type: none"> <li>• New Alignment identified</li> <li>• Design criteria/ parameters approved</li> <li>• Preliminary footprint designed</li> <li>• Accident &amp; crash history reviewed</li> <li>• Conflicting traffic movements (diverging, merging, weaving, crossing) identified</li> <li>• Pedestrian &amp; bicycle needs identified</li> <li>• Structural identified</li> <li>• Access review completed</li> </ul>	<ul style="list-style-type: none"> <li>• Typical roadway section(s) completed, identifying station to station roadway geometrics, surfacing type &amp; depth, slope information, guardrail, vertical cut locations, and construction notes</li> <li>• Clear Zone Inventory &amp; Evaluation</li> <li>• Mainline and major horizontal &amp; vertical alignments designed.</li> <li>• Geometric Check completed – Intersections, horizontal, vertical sight distances</li> <li>• PROFILE AND CROSS SECTION INITIAL REVIEW AND ROW IMPACTS</li> <li>• Plan Baseline and Survey Baseline Shall Match</li> </ul>	<ul style="list-style-type: none"> <li>• All horizontal &amp; vertical alignments &amp; superelevations completed</li> <li>• Cross Sections Reviewed for ROW Impacts</li> <li>• Design criteria/ parameters approved</li> <li>• Hazard Mitigation completed– i.e. barrier length of need, fixed objects, attenuator design, drainage structures</li> <li>• ADA requirements completed</li> </ul>	<ul style="list-style-type: none"> <li>• All geometric plans completed (alignment, profiles, roadway sections, interchange contours, site preparation, road approach plans, etc.)</li> <li>• Design compared to endorsed design criteria/ parameters</li> </ul>	<ul style="list-style-type: none"> <li>• Final Plan Review</li> </ul>	<ul style="list-style-type: none"> <li>• Final Plan Update</li> </ul>	
<b>Signals, Street Lighting, and ITS</b>	<ul style="list-style-type: none"> <li>• Need for new Signals or Signal modifications identified</li> </ul>	<ul style="list-style-type: none"> <li>• Signal design methodology completed.</li> <li>• ITS design methodology for review completed</li> <li>• Type, size, and location completed</li> <li>• Decision made on design standards, equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Soils analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Preliminary Signal Plan submitted</li> </ul>	<ul style="list-style-type: none"> <li>• Final Signal Plan submitted</li> </ul>		<ul style="list-style-type: none"> <li>• Final Plan Update</li> </ul>	

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (printed name) \_\_\_\_\_ am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of (Firm Name) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, \_\_\_\_\_,

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My Commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

**FORM 1**  
**FIRM PROFILE**

<p>1. Firm (or joint venture) Name and Primary Corporate Address</p>	<p>1c. Licensed to do business in the State of Florida _____ Yes _____ No</p> <p>1c. Registered to do business in the State of Florida _____ Yes _____ No</p>
<p>1a. Firm is ___ National ___ Regional ___ Local  FEIN # _____</p>	<p>1d. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Firm is a Certified Minority Business Enterprise ___ Yes ___ No</p>	
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.</p>	
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p>	
<p>3a. Has this joint venture previously worked together? ___ Yes ___ No</p>	

**FORM 2**

**TEAM COMPOSITION**

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
(fill in with what fits)		
Expert Testimony Professional Surveyor		

**Sub Consultants:**

Role (i.e. Underground Utility Location, Environmental, GIS Mapping Services )	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_ yes \_\_\_\_ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

**FORM 3**

**LOCATION**

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

\_\_\_\_\_ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within Lake County including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

\_\_\_\_\_ %

**FORM 4**

**PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no less than three (3) but no more than ten (10) projects.

---

1. <u>Project Name &amp; Location</u>		3. <u>Project Owners Name &amp; Address</u>	
2. <u>Project Manager:</u>			
4. <u>Completion Date (Actual or Estimated)</u>			
5. <u>Estimated Cost</u>		6. <u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>	
Entire Project	Work for which firm was/is responsible		
\$	\$		
7. <u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)			
8. <u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)			
9. <u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>			

**FORM 5**

**VOLUME OF WORK**

Prime Consultant's volume of work performed for the Lake County Board of County Commissioners  
As a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

**FORM 6**

**ADDITIONAL INFORMATION**

Use this space to provide any additional information or description of resources (including any design capabilities) supporting your firm's qualifications for the County's project.

The foregoing is a statement of facts.

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
[VENDOR]**

**FOR DESIGN OF PHASE THREE OF CITRUS GROVE ROAD  
RSQ #17-0003**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and [vendor], a Florida for profit corporation, its successors and assigns, herein referred to as the CONSULTANT.

**WHEREAS**, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #17-0003, for procurement of services under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RSQ #17-0003 was issued and Procurement Services did seek proposals from firms qualified to provide the design of Phase Three of Citrus Grove Road located in the City of Minneola, Lake County, Florida, (herein referred to as the PROJECT); and

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

**WHEREAS**, the COUNTY did hold a negotiation meeting in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, 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 by reference.

**Article 2. Purpose**

**2.1** The purpose of this Agreement is for the CONSULTANT to provide the design of Phase Three of Citrus Grove Road located in the City of Minneola, Lake County, Florida.

**Article 3. Scope of Professional Services**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager. The CONSULTANT hereby agrees that time is of the essence in completing this Project and shall complete all work within (insert time frame) of the date the Notice to Proceed is issued.

**3.2** This Agreement shall be effective beginning on the date the last party hereto executes it and shall continue for (insert time frame) from the issuance of the Notice to Proceed. The COUNTY reserves the sole right to extend this Agreement for an additional twelve (12) month period at the same pricing structure, scope of services and terms and conditions.

**3.3** The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The 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.

**3.4** The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

#### **Article 4. Payment**

**4.1** Payment shall be made in accordance with the Fee Estimate as attached in **Attachment B**. In no event shall the contract amount exceed [amount], unless a change order has been executed in accordance with the COUNTY's Purchasing Policy and Procedures. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

**4.2** Invoices shall be submitted in duplicate to the Department of Procurement Services, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees.

**4.3** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

**4.4** The CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

**4.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, as set forth in **Attachment B**, attached hereto and incorporated herein by reference. 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.

**4.6** In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

#### **Article 5. County Responsibilities**

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

**5.2** The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

**5.3** The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

## **Article 6. Special Terms and Conditions**

**6.1** Qualifications. All 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 work required under this Agreement.

**6.2** Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**6.3** Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

**6.4** Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

**6.5** Independent Contractor. The 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 the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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.

**6.6** Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

**6.7** Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the 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.

**6.8** **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 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. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, 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. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

**6.9** 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.

**6.10** Accuracy. 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.

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

**6.12** Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand Dollars (\$195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage

rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

**6.13 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.

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

**6.15 Right to Audit.** The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. The 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. The 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. The 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.

**6.16 Public Records/Copyrights.**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT 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 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 any grant requirements, whichever is longer. Prior to the close out of this 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 Contracting Officer.

B. Any copyright 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 the 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.

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

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SUSAN DUGAN AT LAKE COUNTY PROCUREMENT SERVICES, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, OR AT 352-343-9839, OR VIA EMAIL AT SDUGAN@LAKECOUNTYFL.GOV.**

**6.17 Insurance.** The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

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

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

Contractual Liability

Included

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/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.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

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

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.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

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 subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

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 subconsultant providing such insurance.

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

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

**6.18** E-Verify. The 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, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract; and

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

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

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

## **Article 7. Miscellaneous Provisions**

**7.1** 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.

**7.2** 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.

**7.3** 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.

**7.4** 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.

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

**7.6** 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.

**7.7** During the term of this Agreement the CONSULTANT assures the 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, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

**7.9** 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.

**7.10** 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:**

If to COUNTY:  
County Manager  
Lake County Administration Bldg.  
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 8. Scope of Agreement**

**8.1** 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.

**8.2** This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Fee Schedules

**Agreement between Lake County, Florida and [VENDOR] for Design of Phase Three of Citrus Grove Road; RSQ #17-0003**

**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 Chair and by CONSULTANT through its duly authorized representative.

**CONSULTANT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Name of Company, Corp, etc.

License #: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY**

Lake County, Florida

**ATTEST:**

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

\_\_\_\_\_  
Sean M. Parks, Chairman  
This \_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

**ATTACHMENT A: SCOPE OF SERVICES**

**ATTACHMENT B: FEE SCHEDULE**