LAKE COUNTY
FLORIDA

REQUEST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ROUNDABOUT AT CR 19A AT EUDORA ROAD/OLD US 441, TAVARES, FLORIDA FUNDED BY FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP)

RFP Number	16-0011	**Senior Contracting Officer**	Susan Dugan
Proposal Due Date	March 23, 2016	**Pre-Proposal Conference**	Not Applicable
Proposal Time	3:00 p.m.	**RSQ Issue Date**	March 4, 2016

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded and accepted for consideration. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (3) calendar days after the due date.

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, Consultant, 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:	

Public Notice
Request for Proposal

Notice is hereby given that sealed responses will be received by the Office of Procurement Services, on behalf of the Lake County Board of County Commissioners, until 3:00 p.m. on March 23, 2016 for:

RFP 16-0011, Professional Engineering Design Services
For the Roundabout at CR 19A at Eudora/Old US 441, Mount Dora, Florida

There is no pre-proposal conference scheduled. This project will be funded through a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Grant with FDOT. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to this project.

It is the Intent of the County to select a firm to provide professional services as they apply to the design of a roundabout at the intersection of CR 19A and Eudora Road (old US 441/CR 500A). Design will include the realignment of roadways and widening of existing roadways in some directions with transitions back to existing. This would require the reconstruction of curb and gutter, driveways, side streets and sidewalk within affected area. Ensuring pedestrian connectivity throughout the project will be required. The design will also include a raised roundabout, concrete traffic separators, raised medians and curb ramps. All pedestrian facilities shall adhere to current ADA standards. Project limits will be based off of transitions and are to be determined during design. Design shall also include all roadway improvements, drainage modifications, determining need for permitting and R/W and construction easements, side street profiles, and milling and resurfacing limits. Utility coordination and design, along with signing and pavement markings and signalization is also to be included. Coordination with CR 19A widening project will be required. It is anticipated that R/W may be required based on design phase findings.

Information regarding this project may be viewed and downloaded from the Lake County Website at http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/view_all_bids.aspx

If you have any questions, concerns, or problems accessing the proposal package using the link, please contact, Susan Dugan, Senior Contracting Officer, Lake County Procurement in writing via e-mail at sdugan@lakecountyfl.gov. The last day for inquiries is March 16, 2016.

Proposer shall submit one (1) original proposal , marked "ORIGINAL," one (1) CD containing the complete proposal, and five (5) copies of the proposal, each marked "COPY," of their response package as instructed within the RFP document, for review and evaluation by the County. Responses must be in a sealed envelope or package clearly marked with the Proposer's name and the solicitation number on the outside of the envelope or package.

All Responses shall be received no later than the date and time specified above, at which time they will be publicly opened and the names of the proposer's will be read allowed in the Lake County Office of Procurement Services, 315 West Main Street, Room 441, Tavares, Florida, 32778.

You may withdraw your response 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 response package. Negligence upon your part in preparing your response package confers no right of withdrawal after the time fixed for the submission of response packages

The anticipated schedule for this project is as follows:

Anticipated Procurement Schedule – Subject to Change

• Solicitation Issue and Advertisement Date	March 4, 2016
• Responses due in Procurement	March 23, 2016
• Public Selection Committee Meeting	Week of March 28, 2016
• Shortlist of the highest qualified firms sent to FDOT for review. (At least three 3)	Week of March 28
• After receipt of review and approval of shortlist by FDOT:	To Be Determined
• Contract Negotiations (Approximately one week later)	To Be Determined
• Negotiated Contract to be submitted to FDOT for approval	Week of April 25, 2016
• After receipt of review and approval of Negotiated Contract by FDOT:	To Be Determined
• BCC Agenda due date	June 2, 2016
• Contract to BCC for award	June 21, 2016

SECTION 1.0 – INSTRUCTIONS TO RESPONDENTS

1.1 Purpose

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act (CCNA), in accordance with 40 USC 1101-1104 (Brooks Act), the County is soliciting responses from qualified firms to provide professional engineering design services for the design of a roundabout at CR 19A at Eudora Road (old US 441/CR500A) Mount Dora, Florida.

1.2 Questions Concerning This Solicitation

Questions concerning any portion of this RFP 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 RFP. To ensure reply, questions should be submitted at least seven (7) days before the response due 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 RFP. No answers provided by any party given in response to questions submitted shall be binding upon this RFP unless released in writing as an addendum to the RFP by the Office of Procurement Services.

1.3 Anticipated Procurement Schedule – Subject to Change

• Solicitation Issue and Advertisement Date	March 4, 2016
• Responses due in Procurement	March 23, 2016
• Public Selection Committee Meeting	Week of March 28, 2016
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1.3.1 Performance Evaluation

At the end of the contract, the County will evaluate the successful Proposer's performance and this shall become public record.

1.4 Definitions and Acronyms

Whenever the following terms or pronouns used in place of them, are used in this solicitation, they shall have the meaning given below:

- Addendum – A modification, revision or clarification of this RFP.
- BCC Board of County Commissioners - The governing board for Lake County Florida.
- Consultant – The Professional Engineer or Engineering Firm registered in the State of Florida who performs

Professional Engineering Services for the County, other than County personnel. The awarded respondent.

- CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055
- FDOT - Florida Department of Transportation
- FHWA – Federal Highway Administration
- LAP - Local Agency Program
- RFP – Request for Proposal – A formal solicitation inviting proposals from qualified firms.
- Response - The information package submitted by qualified firms.
- Respondent, Consultant, Firm, You and Your - The consultant, person, firm, or corporation who submits a response.
- Shall, Must or Will – In this solicitation they indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County.
- Should or May - In this solicitation 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.

1.5 Minimum Qualifications

At a minimum, vendors must have successfully completed Engineering Design for at one (1) Roundabout project and at least one project funded by the Florida Department of Transportation (FDOT), Local Agency Program (LAP).

1.5.1 Key Contractor Personnel

In submitting a response to this RFP the respondent is representing that each person listed or referenced in their response 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.

1.6 Incurred Expenses

This RFP 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.

1.7 Disputes/Exceptions

Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP 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 RFP 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 RFP 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.

1.8 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 owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

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.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

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.

1.9 Proposal Acceptance / Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, The County reserves the right to waive any informalities, defects, or irregularities in any proposal, or to accept any proposals, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.

1.10 Period of Performance

A completion schedule shall be included in your response. Services shall begin upon written notification to proceed by the COUNTY. The actual completion schedule may be negotiated. The overall services period for this project shall terminate at such time that all of the services have been accepted as completed by the COUNTY and then remain in effect until completion of the expressed and/or implied warranty periods.

1.11 Option to Renew

Not Applicable

1.12 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."

1.13 Disadvantaged Business Enterprise (DBE) Program

FDOT and the County encourage DBE firms to compete for professional services projects, and also encourage non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the FDOT has an overall 9.91 % goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required to indicate their intention regarding DBE participation in the DBE Participation Statement contained in the attachments to this Request for Proposal and to submit that statement with the Proposal.

SECTION 2 – SCOPE OF WORK

ROUNDABOUT AT CR 19A AND EUDORA ROAD/OLD 441

Lake County is seeking statement of qualifications from Engineering Firms for the design of Phase Roundabout at CR 19A and Eudora Road/Old 441 located in the City of Mount Dora Lake County, Florida. The project is funded with Federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 437464-38-01. The Project Development and Environmental Study was completed in September of 2008. The link to final report and appendix is: ftp://ftp.co.lake.fl.us/Public_Works/Engineering/CR%2019A/.

The project includes the design of a roundabout at the intersection of CR 19A and Eudora Road (Old US 441/CR 500A). The design will include the realignment of roadways and widening of existing roadways in some directions with transitions back to existing. This would require the reconstruction of curb and gutter, driveways, side streets, and sidewalk within affected area. Ensuring pedestrian connectivity throughout the project will be required. The design will also include a raised roundabout, concrete traffic separators, raised medians and curb ramps. All pedestrian facilities shall adhere to current ADA standards. Project limits will be based off of transitions and are to be determined during design. Design shall also include all roadway improvements, drainage modifications, determining need for permitting and R/W and construction easements, side street profiles, and milling and resurfacing limits. Utility coordination and design, along with signing and pavement markings and signalization is also to be included. Coordination with CR 19A widening project will be required. It is anticipated that R/W may be required based on design phase findings. Please see project location Map.

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 be required to coordinate with the Florida Department of Transportation District V office on plan review, as this project is being funded by FDOT agreement. The Consultant shall prepare project construction Bid Document for FDOT LAP Project Manager Approval.

LAKE COUNTY PUBLIC WORKS

SCOPE OF WORK REQUIREMENTS

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. The Consultant shall use Roundabouts: An Informational Guide, FHWA-RD-00-067, USDOT, FHWA and Florida Roundabout Guide (with consideration for street lighting and ITS Technology) and FDOT Design Standard as applicable.

3. Consultant shall prepare a project schedule and present to the County project manager at the project kickoff meeting

4. Consultant shall create and prepare project deliverable Cad files utilizing AutoCAD. Microstation files converted to AutoCAD shall not be acceptable.

5. Consultant shall construct and maintain a web page detailing the project.

6. Consultant shall schedule, conduct, and present **all** public meetings according to the approved public meeting scope and public meeting checklist.

7. 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.

8. 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 monumentation along existing right of way lines according to all available recorded Public Records. Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying existing right of way lines per County maps, platted or dedicated rights of way. 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, $^1/_4$ 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 it is 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 & $^1/_4$ 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 (If Required)

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

No.	Description
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 CROSSING 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.

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. Two (2) copies each of all permits with pdf copy provided on submittal DVD.
b. Two (2) copies each of any agency permit exemption letter with pdf copy provided on submittal DVD
c. Two (2) copies each of **any** geotechnical reports with pdf copy provided on submittal DVD
d. Two (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.

h. Approved project construction Bid Document by FDOT LAP Project Manager.

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. voices 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:

   1. Project Discussion Meeting (Approx. 2 months before meeting)
   2. Mailing List (Prepare 6-weeks prior to public meeting)
   3. Meeting Location Facility (Arrange 6-8 weeks prior to public meeting)
   4. The following must be coordinated with the Lake County Project Manager for approval:

      a. Proposed Meeting Day/Date/Time
      b. Start time for Meeting & Presentation Start Time
      c. County Commissioner Availability for meeting time and location must be verified!
      d. Notify County Attorney of Proposed Date
      e. Check Facility Amenities
      f. Visit site and check for following:

         1. Screen
         2. Sound System
         3. Seating

   5. Flyer (Mail out 2 weeks prior to public meeting)

      a. Engineering Director's Approval
      b. Public Works Director's Approval

   6. Press Release: Prepared and sent to county PIO for approval.

   7. Legal Advertisement (Advertise in Newspaper for 1 day only- 10-14 day prior to public meeting)

   8. Consultant Presentation (Draft reviewed 1 month prior to meeting)

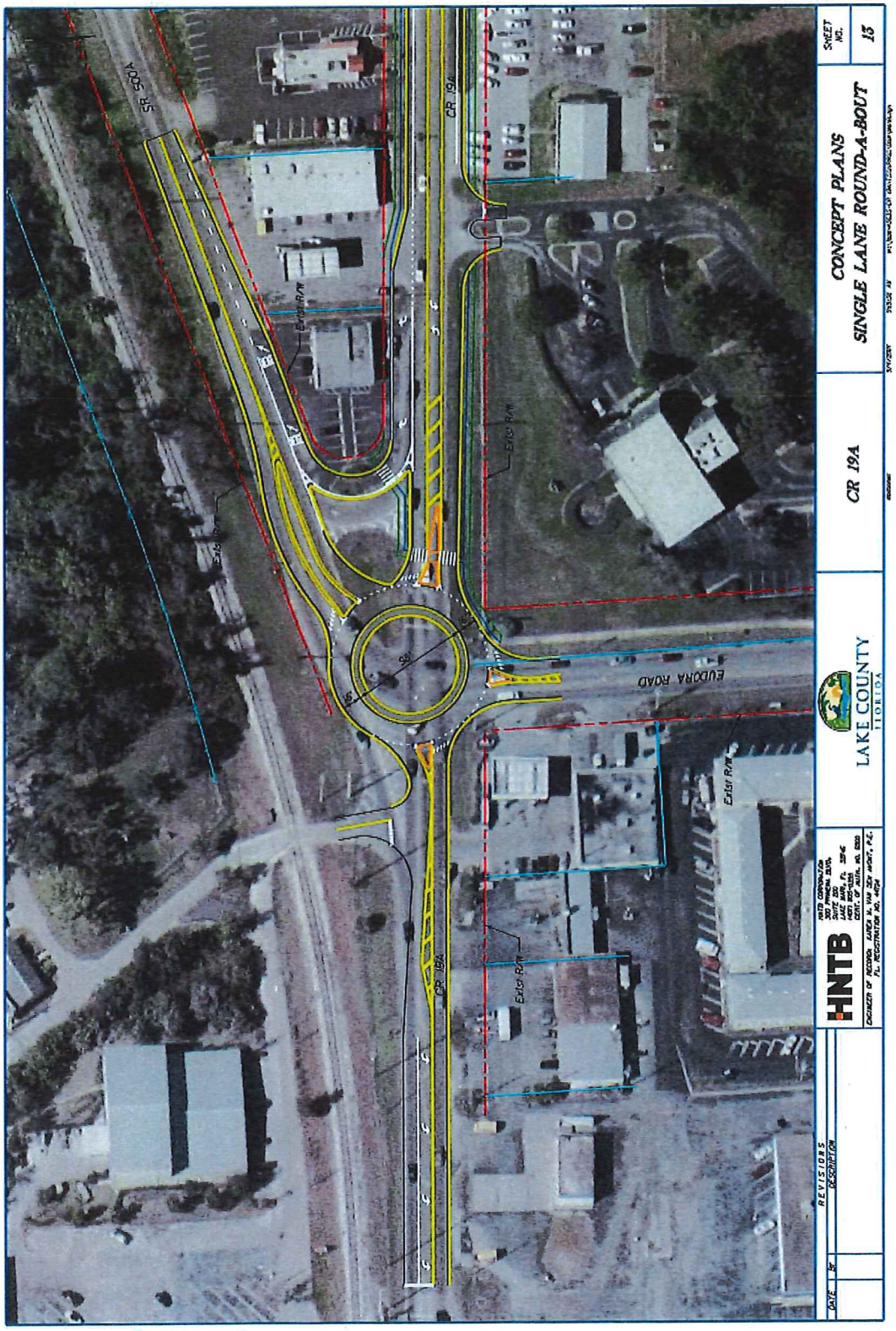
      a. Consultant Responsible for the following

         1. Boards
         2. PowerPoint
         3. Sign In Sheets
         4. Speaker Cards
         5. Comment Cards

9. After the Meeting Procedures

   a. compile Comments
   b. prepare Responses
   c. update Mail out List
   d. contact Owners (if requested)
   e. mail out Responses
   f. Website (add to website)

PROJECT LOCATION MAP



SECTION 3.0 – PREPARATION, SUBMITTAL/WITHDRAWL AND EVALUATION OF RESPONSE

3.1 Preparation of Response

3.1.1 Specific Directions Regarding Response

To facilitate analysis of its response, the respondent shall prepare its response in accordance with the instructions outlined in this section. If the response 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.

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

Responses are limited to a total page count not to exceed 50 single sided or 25 double sided pages. This count and format does not address the section tabs. 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.

3.1.2 Number of Copies

Submit one (1) original, marked "ORIGINAL," one (1) CD containing the complete proposal, and five (5) copies, each marked "COPY," of your response for review and evaluation by the County. The response shall be within a sealed envelope or package clearly marked with the respondent'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.

3.1.3 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 RFP. 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.

3.1.4 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.

3.1.5 Abbreviations and Acronyms

All abbreviations and acronyms used in the response shall be explained and/or defined upon their first usage in each section of the response.

3.1.6 Respondents Responsibility / Clarification and Addenda

While the County has used considerable efforts to ensure an accurate representation of information in this RFP, 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 RFP. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. By submitting a response, represents that the respondent has read and understands the RFP 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 RFP, notice will be posted on the Lake County Internet site: 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 RFP 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.

3.2 Submittal Location, Date, and Time

The 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.

3.2.1 Delivery of Response

Unless the Response 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 RFP 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.

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

If you plan on bringing your Response **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 Response 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 Response 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

3.3 Submittal Response Package

Responses shall be submitted in a sealed package containing the specified original, CD and copies.

The sealed package shall be organized as follows:

Tab A The following items shall be included in Tab A:

- The completed first page of this Request for Proposal
- Completed Acknowledgement of Addenda Form
- A detailed project approach and completion schedule submitted on the Consultant's letterhead and signed by a legal agent for the firm.

Tab B Firm Profile and Team Composition

- Complete and include Form 1 along with a copy of your firm's current State of Florida, Board of Professional Regulation License.
- Complete and include Form 2 listing the key people proposed for the County's project along with a copy of each person's current State of Florida, Board of Professional Regulation License and note projects that the person has worked on that are similar in nature to the services requested in this RFP. Additional resumes may also be attached.
- List any proposed sub consultants.

Tab C Similar Experience

Complete Form 3. This form may be reproduced. Provide information regarding similar experience with FDOT and Federal funded projects and reporting criteria to go with them.to this project.

Tab D Volume of Work Previously Awarded by the County

Complete and Include Form 4.

Tab E Completed Forms

- Truth in Negotiation Certification - FDOT Form #375-030-30
- Conflict of Interest Certification - FDOT Form #375-035-50
- Drug-Free Workplace Program Certification - FDOT Form #375-040-18
- Conflict of Certification Regarding Debarment - FDOT Form 375.030-32
- Disclosure of Lobbying Activities Federal-Aid Contracts – FDOT Form #375-030-033
- Certification for Disclosure of Lobbying Activities - FDOT Form #375-030-34
- Sworn Statement on Public Entity Crimes
- Bid Opportunity List – FDOT Form #375-040-62
- Proof of Insurance – A completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Provide a list of exceptions to the RFP or a sheet of paper that states "No Exceptions"

3.4 Public Opening of Responses on Specified Due Date

At the date and time specified, all timely responses that have been accepted by the County will be formally opened and conditionally accepted for consideration. The names of the Consultants 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.

3.5 Withdrawal of Response Packages

You may withdraw your response 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.

3.6 Evaluation of Responses

A Selection Committee will be appointed by the County Manager to review and evaluate responses.

3.6.1 Review of Responses

When the selection committee members receive the initial responses, they will individually read and review each response using the following weighted criteria:

Criteria	Weight
Detailed Project Approach	30
Knowledge Regarding the Site Location	10
Ability of Professional Personnel and Team Experience	30
Similar Projects with Federal and FDOT Funded LAP Projects, beyond the minimum qualifications of 1 successful project, will be awarded 5 points.	5
Willingness to meet our time requirements	25
Workload and ability to take on our project	25
Possible Total Points	100

3.6.2 Selection Committee Meeting

At the public selection committee, facilitated by Procurement Services, the selection committee will discuss the responses and complete a scoring sheet for each response utilizing the evaluation criteria and weighted points listed above. The Procurement Services Facilitator will tally the scores and read the results aloud in their ranking order.

Procurement Services will provide a list of the most highly qualified firms to FDOT for their approval.

3.6.3 Negotiations

Firms will be notified of any interview and/or negotiation requests. If no tentative agreement can be reached with the most highly qualified firm, then negotiations will terminate and move on to the second highest ranked firm and then the third.

If no tentative agreement is reached with the list of highest ranked firms (no less than 3), then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed.

SECTION 4 – CONTRACT REQUIREMENTS FOR ANY CONTRACT DERIVED FROM THIS RFP

4.1 Forms to Comply with Federal and State Laws

The following requirements must be included in any contract derived from this RFP:

4.1.1 Truth In Negotiation Certificate FDOT Form #375-030-30

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR for One Hundred Ninety-five Thousand dollars ($195,000.00), the Department of Transportation requires that the respondent execute a certificate and include it with their submittal. (See attached form)

4.1.2 Conflict of Interest Certification FDOT Form #375-035-50

This form is required from each person involved in the procurement process, both from the county staff and the consultants. (See attached form)

4.1.3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT Form 375-030-32

This form is required to certify that respondent nor its principals are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. (See attached form)

4.1.4 Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT Form #375-030-33

This form is required to certify that to the best of your knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the respondent. (See attached form)

4.1.5 Disclosure of Lobbying Activities FDOT #375-030-34

This form is to list information disclosing lobby activities. (See form attached)

4.2 State Contracting Requirements

The following requirements must be included in any contract derived from this RFP:

4.2.1 All Tangible Assets Shall Be Identified

4.2.2 Professional Liability Insurance

Professional Liability Insurance must be carried by prime consultant. See all insurance requirements listed in Section 1.8. of this RFP.

4.2.3 E-Verify

By Executive Order 11-116 Regarding Federal and/or State Requirements - This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting

contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation:

- The vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor 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 verity the employment eligibility of all new employees hired by the subcontractor during the contract term..

4.2.4 Public Entity Crimes Statement

It is understood that a public entity crime is a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision f any other state or the United States.

4.2.5 Drug Free Workplace Certification FDOT Form #375-040-18

4.2.6 Prompt Payment Provision

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

4.2.7 Public Access to Public Records

When the response 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 RFP. Selection or rejection of a response 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.

4.3 Federal Requirements

The following requirements must be included in any contract derived from this RFP:

4.3.1 Terms for Federal Aid Contracts - FDOT Form #375-040-84

See Attachment.

4.3.2 Termination Clauses

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

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

Termination for Default: The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

4.3.3 Records Retention and Access to Records by FHWA, OIG, etc.

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor 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 contractor's office or facility. The vendor 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 the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

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

SECTION 5 ATTACHMENTS

RFP 16-0011, PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR THE ROUNDABOUT AT CR 19A AT EUDORA/OLD US441 PROJECT

Acknowledgement of Addenda
Form 1 Firm Profile
Form 2 Team Composition
Form 3 Similar Projects
Form 4 Volume of Work
Terms for Federal Aid Contracts - FDOT Form #375-040-84
Truth in Negotiation Certification – FDOT Form #375-030-30
Conflict of Interest Certification – FDOT Form #375-030-50G
Public Entity Crimes Statement
Drug Free Workplace Program Certification – FDOT Form #375-040-18
Certification Regarding Debarment – FDOT Form #375-030-32
Certification for Disclosure of Lobbying for Federal-Aid Contracts – FDOT Form #375-030-33
Disclosure of Lobbying Activities – FDOT Form #375-030-34
Bid Opportunity List – FDOT Form 375-040-62
Sample Agreement

ACKNOWLEDGEMENT OF ADDENDA

RFP 16-0011
ROUNDABOUT AT CR 19A AT EUDORA ROAD/OLD US 441, TAVARES, FLORIDA
FUNDED BY FDOT, LAP

INSTRUCTIONS: Complete Part I or Part II, whichever applies and company name and date.

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

COMPANY NAME:	DATE:

Note: Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

FORM 1 - FIRM PROFILE

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

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 - 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.

<table>
<tr><td colspan="2">Project Name & Location

Project Manager:</td><td rowspan="2">Project Owners Name & Address</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, & Telephone Number</td></tr>
<tr><td>Entire Project

$</td><td>Work for which firm was/is responsible

$</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</td></tr>
</table>

FORM 4 – 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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

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

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

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

_____
Name of Consultant

By:_____ _____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-030-50
PROCUREMENT
OGC - 02/16

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

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

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

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

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

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

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. ☐ Subcontractor ☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. ☐ Subcontractor ☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

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1. Federal Tax ID Number: _____
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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. ☐ Subcontractor ☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA

AND _____

FOR

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ROUNDABOUT AT CR 19A AT EUDORA/OLD US 441 PROJECT FUNDED BY FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM
RFP # 16-0011

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as "COUNTY", and _____, its successors and assigns, herein referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Professional Engineering Design Services (RFP) #16-0011, for the roundabout at County Road (CR) 19 at Eudora Road/Old US 441, Tavares, Lake County, Florida; and

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

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

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional engineering design services for the roundabout at the intersection of CR 19A at Eudora Road/Old US 441, Tavares, Lake County, Florida hereinafter referred to as the "Project", in accordance with the Scope of Work attached hereto as **Attachment A**, incorporated herein by reference. This Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Grant with FDOT. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to this Project.

2.2 The CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified herein. All services shall be completed no later than the date specified in the Scope of Work, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY.

2.3 This Agreement shall commence upon the date of the purchase order or related Notice to Proceed from the COUNTY and shall remain in effect until the Project is completed and accepted by the COUNTY's

authorized representative and shall remain in effect until completion of any expressed and/or implied warranty periods. The CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

2.4 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project is $_____. The COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached hereto as **Attachment B**, incorporated herein.

3.2 The CONSULTANT shall submit monthly invoices to the COUNTY at P.O. Box 7800, Tavares, Florida 32778, unless the CONSULTANT is notified in writing by COUNTY of a different address and location of the COUNTY office. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

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

3.4 CONSULTANT HEREBY AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT IS FUNDED THROUGH A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, LOCAL AGENCY PROGRAM AGREEMENT (LAP), FM#437464-1-38-01. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. The CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT upon request.

3.5 The CONSULTANT shall:

a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

b. 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.

3.6 The CONSULTANT certifies that it has and will provide a drug-free workplace program throughout the duration of providing services under this Agreement, as defined in Section 287.087, Florida Statutes.

3.7 At the end of the contract period, the parties agree that the COUNTY will evaluate the CONSULTANT's performance. This evaluation will become public record.

Article 4. COUNTY Responsibilities

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

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

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

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 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.

5.3 Termination.

A. Termination for Convenience: The COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. The COUNTY shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The COUNTY shall be the sole judge of "reasonable costs."
B. Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.
C. Termination for Default: The COUNTY reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with the County ordinances,

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

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

5.5 Insurance.

CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to 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 CONSULTANT under the terms and provisions of this Agreement. CONSULTANT 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 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

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.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	$ _____
Garage Keepers Liability at coverage value:	$ _____

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 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.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the prime vendor 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 the contract 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.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in 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.

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

5.8 Indemnity.

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

B. The CONSULTANT shall indemnify, defend, save and hold harmless the Florida Department of Transportation (FDOT), and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents, or employees. Neither the CONSULTANT, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the FDOT, or any of its officers, agents or employees.

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

5.10 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by

CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

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

5.12 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

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

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

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR for One Hundred Ninety-five Thousand dollars ($195,000.00), the Department of Transportation requires

that the respondent execute a certificate and include it with their submittal. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

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

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

5.18 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 the contract, 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 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 that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and 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.

4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

5.19 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.20 FDOT Inspections. CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information. If FDOT unilaterally cancels the LAP Agreement between FDOT and the COUNTY for refusal of the CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, the COUNTY shall have the right to unilaterally terminate this Agreement for cause. COUNTY reserves all legal rights and remedies to recover from CONSULTANT any funds paid hereunder that are not reimbursed through the LAP Agreement if the COUNTY exercises its termination rights hereunder.

5.21 FDOT Required Assurances.

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this

Agreement not withstanding.

C. Compliance with Regulations: The CONSULTANT shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The CONSULTANT will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the Local Agency to enter into such litigation to protect the interests of the

Local Agency, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.

The CONSULTANT, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the CONSULTANT nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

P. The CONSULTANT hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Article 6. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

6.13 The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

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

6.15 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
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800

Tavares, Florida 32778-7800
Fax: 352-343-5618

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

Article 7. Scope of Agreement

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

7.2 This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A	Scope of Work
Attachment B	Pricing Schedule

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:

This _____ day of _____, 2016.

COUNTY

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 WORK

ATTACHMENT B

PRICING SCHEDULE