REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ)  
PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR  
LAKE ELLA ROAD SAFETY DESIGN

<table>
<thead>
<tr>
<th>RSQ Number</th>
<th>19-0923</th>
<th>Senior Contracting Officer</th>
<th>Ed Tipton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Due Date</td>
<td>June 21, 2019</td>
<td>Pre-Proposal Conference</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Proposal Time</td>
<td>3:00 p.m.</td>
<td>RSQ Issue Date</td>
<td>May 22, 2019</td>
</tr>
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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 (30) 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 will 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.

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>DATE:</th>
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</thead>
<tbody>
<tr>
<td>MAILING ADDRESS:</td>
<td>PHONE:</td>
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<td></td>
<td>FAX:</td>
</tr>
<tr>
<td>CITY:</td>
<td>STATE:</td>
</tr>
<tr>
<td></td>
<td>ZIP:</td>
</tr>
<tr>
<td>SSN OR FEDERAL TAX NO:</td>
<td>TITLE OF AUTHORIZED REPRESENTATIVE:</td>
</tr>
<tr>
<td>E-MAIL:</td>
<td>WEB URL:</td>
</tr>
<tr>
<td>AUTHORIZED SIGNATURE:</td>
<td>PRINTED NAME:</td>
</tr>
</tbody>
</table>
SECTION 1.0 – GENERAL INFORMATION

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 and design services for design of the Lake Ella Road Project for the design of six (6) foot shoulders (four (4) foot paved and two (2) foot unpaved) for the two reverse curves within the study limits and eight (8) foot shoulders (four (4) foot paved and four (4) foot unpaved) from Micro Racetrack Road to Rolling Acres Road with safety edge treatment. This project is funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP). A detailed scope of work for the project is contained in this RSQ as Attachment 1 of this solicitation.

1.2 Questions Concerning This Solicitation

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

Ed Tipton, CPSM, CPPO, CPPB, Senior Contracting Officer
Lake County BCC, Office of Procurement Services
315 W. Main Street, Room 441, PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9489    Fax : 352.343.9473    E-mail : rtipton@lakecountyfl.gov

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

1.3 Anticipated Procurement Schedule – Subject to Change

- Solicitation Issue and Advertisement Date
  May 22, 2019
- Responses due in Procurement
  June 21, 2019
- Public Selection Committee Meeting to Shortlist the highest qualified firms to be sent to FDOT for review. (At least three firms)
  July 1, 2019
- Discussions with short-listed vendors and final ranking
  July 10, 2019
- Contract Negotiations (Approximately one week later)
  July 17, 2019
- Negotiated contract to be submitted to FDOT for approval
  August 21, 2019
- Contract to BCC for award
  September 24, 2019

1.3.1 Performance Evaluation

The County will evaluate the vendor’s performance throughout the duration of the project with any associated documentation being a matter of public record.
1.4 Definitions and Acronyms

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

- Addendum – A modification, revision or clarification of this RSQ.
- 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
- RSQ – 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 will 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 Key Vendor Personnel

In submitting a response to this RSQ the respondent is representing that each person listed or referenced in their response package will 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 RSQ does not commit the County to make an award nor will 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 RSQ document, any addendum to this RSQ document, notice of award or notice of rejection must set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the County’s issuance of the RSQ document or addenda, or notice of award or rejection. The written dispute must be sent via certified mail or delivered in person to the County’s Procurement Manager, who will administer the matter in the manner currently expressed in the County’s formal protest procedure. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to will be rejected unless there is clear evidence of arbitrary or capricious action in that regard.

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

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 all owned, non-owned, scheduled 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. **Note: Professional Liability Insurance must be carried at or above the specified level by prime consultant.**

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.

At time of contract, the Vendor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **(Note: A simple COI WILL NOT be accepted in lieu thereof).**
Certificate(s) of insurance shall identify the applicable solicitation (ITB/RSQ/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
TAVARAES, 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.

Self-insured retention is prohibited on LAP funded projects.

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 subcontractor 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 RSQ. 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. Both of these instances shall require FDOT’s concurrence.

1.10 Prohibition against Contingent Fees

Any contract entered into as a result of this request for response must 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.”

1.11 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 10.65% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Vendors are required to indicate their intention regarding DBE participation in the Bid Opportunity List contained in the attachments to this RSQ and to submit that statement with the Proposal.
SECTION 2.0 – CONTENT AND EVALUATION OF RESPONSE

2.1 Content of Response Package

Responses must be submitted in a sealed package containing an original response, hard copies in the quantity specified in provision 3.1.2, and an electronic soft copy. The vendor's response shall be organized as follows:

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

- The completed first page of this Request for Statements of Qualifications (RSQ).
- Completed Acknowledgement of Addenda Forms.
- A detailed project approach submitted on the Consultant's letterhead and signed by a legal agent for the firm.
- Period of performance: A proposed completion schedule shall be included in your response and shall follow the COUNTY'S final completion date. Services must begin upon written notification to proceed by the COUNTY. The final completion schedule for inclusion in any resulting contract may be negotiated. The overall services period for this project will 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
- Firm’s willingness to meet our time requirements.

Tab B  The following items must be included in Tab B:

- Complete and include Firm Profile Form, Attachment 6, along with a copy of your firm’s current State of Florida, Board of Professional Regulation License.
- Complete and include Team Composition Form, Attachment 7, 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 RSQ. Additional resumes may also be attached.
- List any proposed sub consultants.

Tab C  Similar Experience Forms must be included in Tab C:

- Complete the Similar Experience Form, Attachment 8. This form may be reproduced. Provide information regarding experience with similar FDOT and Federal funded projects.

Must be pre-qualified by FDOT for engineering services to be provided related to this agreement.
Right of Way Surveying & Mapping experience in accordance with FDOT standards for Right of Way Mapping.

Tab D  The completed forms listed below are required to be in Tab D of your response:
• Truth in Negotiation Certification - FDOT Form #375-030-30
• Conflict of Interest Certification - FDOT Form #375-030-50
• Drug-Free Workplace Program Certification
• 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 RSQ or a sheet of paper that states “No
Exceptions”

2.2 Evaluation of responses

Responses will be evaluated in the manner described in 2.2.1 through 2.2.3 below

2.2.1 Minimum Qualifications

At a minimum, vendors must evidence in Tab C the following experience:

• Consultant shall be a FDOT pre-qualified 3.1 Minor Highway consultant.
• Right of Way Surveying & Mapping experience in accordance with FDOT
   standards for Right of Way Mapping.
• The primary consultant must have experience with the Florida Department of
   Transportation (FDOT) and Local Agency Program (LAP) funded projects.

Absent any clearly viable and appropriate cause otherwise, any response from any vendor not
meeting this minimum standard will be rejected.

Tentative Project Schedule

<table>
<thead>
<tr>
<th>Begin Project (or NTP to Executed Engineering/Planning Firm Contract)</th>
<th>10/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>60% Plans</td>
<td>04/30/2020</td>
</tr>
<tr>
<td>90% Plans</td>
<td>10/31/2020</td>
</tr>
<tr>
<td>Final Plans</td>
<td>04/30/2021</td>
</tr>
</tbody>
</table>

2.2.2 Evaluation Process

1. A Selection Committee consisting of at least three (3) members will be appointed by the
   County Manager or designee to review and evaluate responses. Procurement Services
   will schedule, advertise, and manage all associated Selection Committee meetings in strict
   consonance with the County’s established procedures in those regards.
2. Selection Committee Members will receive a copy the relevant solicitation, a copy of the weighted evaluation criteria scoring sheet based on the information detailed below, and a copy of each one of the responses received. Each member will individually read and review each response prior to the initial publicly advertised Selection Committee Meeting. Committee members will then review and discuss each response at the initial Committee meeting and then complete their own individual scoring sheet based on the criteria and weights stated below at the completion of that meeting.

Weighted Evaluation Criteria for Shortlisting Firms:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight/Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional qualifications necessary for satisfactory performance.</strong></td>
<td></td>
</tr>
<tr>
<td>• Project manager and key members are qualified to perform the work</td>
<td>20</td>
</tr>
<tr>
<td>categories on the project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant’s knowledge of standards and procedures.</td>
<td></td>
</tr>
<tr>
<td>• Project Team identified and experienced in projects of this nature and</td>
<td></td>
</tr>
<tr>
<td>size.</td>
<td></td>
</tr>
<tr>
<td>**Specialized experience and technical competence in the type of work</td>
<td>15</td>
</tr>
<tr>
<td>required.</td>
<td></td>
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<tr>
<td>• Consultant has provided comparable projects they have been involved</td>
<td></td>
</tr>
<tr>
<td>with.</td>
<td></td>
</tr>
<tr>
<td>**Past projects listed on contracts with government agencies and private</td>
<td>15</td>
</tr>
<tr>
<td>industry.</td>
<td></td>
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<tr>
<td>• Project Listing showing similar projects and capabilities to perform for</td>
<td></td>
</tr>
<tr>
<td>this work.</td>
<td></td>
</tr>
<tr>
<td>**The capacity to accomplish the work within their proposed completion</td>
<td>10</td>
</tr>
<tr>
<td>schedule.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has adequate staff for this project.</td>
<td></td>
</tr>
<tr>
<td><strong>Understanding of the project.</strong></td>
<td>20</td>
</tr>
<tr>
<td>• Consultant has demonstrated understanding of key elements of the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided comparable projects they have been involved</td>
<td></td>
</tr>
<tr>
<td>with.</td>
<td></td>
</tr>
<tr>
<td>• Consultant is familiar with the recommendations of the PD&amp;E Study.</td>
<td></td>
</tr>
<tr>
<td><strong>Approach to the project</strong></td>
<td>20</td>
</tr>
<tr>
<td>• Consultant has recognized and identified special circumstances on the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided logical approach to tasks and issues of the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
</tbody>
</table>

Scoring will be totaled by the procurement contracting officer managing the meeting. The Score of each selection committee member will be tallied individually for each consultant. Each selection committee members score will then be converted to a ranking number for each consultant with 1 being the highest rank, 2 the second, and so on. These ranking numbers from each selection committee member will then be summed for a total for each consultant. The consultant which receives the lowest score (highest rating) will be ranked first, the consultant receiving the next lowest score will be ranked second, and so on until all consultants have received a final ranking score. Tie scores are allowed as the selection
committee has the option to interview more than three consultants. At least three (3) vendors will be short-listed via this process.

A second SC meeting will be scheduled and advertised by the procurement contracting officer. The procurement contracting officer will also coordinate the meeting date and time with the shortlisted vendors. This meeting will provide each of the shortlisted vendors twenty (20) minutes to present information, with their focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", followed by a ten (10) minute question and answer period. The vendor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show. Each of the shortlisted vendors may have no more than three (3) people participating in this meeting.

Weighted Evaluation Criteria for Final Ranking:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight/Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional qualifications necessary for satisfactory performance.</strong></td>
<td>30</td>
</tr>
<tr>
<td>• Project manager and key members are qualified to perform the work</td>
<td></td>
</tr>
<tr>
<td>categories on the project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant’s knowledge of standards and procedures.</td>
<td></td>
</tr>
<tr>
<td>**Specialized experience and technical competence in the type of work</td>
<td>10</td>
</tr>
<tr>
<td>required.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided comparable projects they have been involved</td>
<td></td>
</tr>
<tr>
<td>with.</td>
<td></td>
</tr>
<tr>
<td><strong>The capacity to accomplish the work in their proposed completion schedule.</strong></td>
<td>10</td>
</tr>
<tr>
<td>• Consultant shall advise if there are any changes in the proposed</td>
<td></td>
</tr>
<tr>
<td>staff for this project since their initial response.</td>
<td></td>
</tr>
<tr>
<td>• Consultant shall confirm that their current workload is capable of</td>
<td></td>
</tr>
<tr>
<td>meeting their proposed completion schedule for this project.</td>
<td></td>
</tr>
<tr>
<td><strong>Understanding of the project.</strong></td>
<td>15</td>
</tr>
<tr>
<td>• Consultant has demonstrated understanding of key elements of the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided comparable projects they have been involved</td>
<td></td>
</tr>
<tr>
<td>with.</td>
<td></td>
</tr>
<tr>
<td><strong>Approach to the project</strong></td>
<td>25</td>
</tr>
<tr>
<td>• Consultant has recognized and identified special circumstances on the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided logical approach to tasks and issues of the</td>
<td></td>
</tr>
<tr>
<td>project.</td>
<td></td>
</tr>
<tr>
<td><strong>Quality of the Interview</strong></td>
<td>10</td>
</tr>
<tr>
<td>• Interview was clear and concise</td>
<td></td>
</tr>
<tr>
<td>• Questions were appropriately answered by consultant.</td>
<td></td>
</tr>
</tbody>
</table>

After all of the shortlisted vendors have completed their discussions with questions and answers, the SC members will complete the scoring forms and scoring will be totaled by the procurement contracting officer managing the meeting. Scoring for this phase will not be combined with the previous phase. The Score of each SC member will be tallied individually for each vendor. Each SC members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and so on. These
ranking numbers from each selection committee member will then be summed for a total for each consultant. The vendor which receives the lowest score (highest rating) will be ranked first, the consultant receiving the next lowest score will be ranked second, and so on until all consultants have received a final ranking score. In the event of tie scores, the individual raw scores of each SC member will be totaled, one criterion at a time, beginning with the highest weighted criterion. The vendor with the higher/highest total raw score for the highest weighted criterion will be ranked ahead of the remaining tied vendors. If the total raw scores for the highest weighted criterion results in a tie, then the criterion for the next highest weighted criterion’s raw scores will be added, continuing with the remaining criterion in order of descending weights, until the tie is broken. A final ranking of the short-listed vendors will be announced based on final ranking. Procurement Services will submit the final ranking information to FDOT for review and their issuance of a notice to proceed with negotiations.

2.2.3 Contract Negotiations

1. Procurement Services will schedule contract negotiations with the vendor achieving the highest score during the course of the second SC meeting. If no tentative pricing agreement can be reached with that vendor, then negotiations will terminate with that vendor and move on to the second highest ranked firm and so on throughout the “shortlist”, never returning to a previously terminated firm.

2. Procurement Services will send a copy of the final negotiated contract to FDOT for approval. Upon approval from FDOT of the negotiated contract, a recommendation will be submitted to the Board of County Commissioners for award of the contract.
SECTION 3.0 – PREPARATION AND SUBMITTAL 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 concentrates 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 must 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 must 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 must be numbered sequentially by section.

Legible tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays must be uncomplicated, legible and must 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.

Also attach confirmation of corporate registration in Florida. If the individual signing the proposal is not listed as a corporate officer on the vendor’s SunBiz registration, provide evidence of signatory authority for the individual signing the proposal executed by a corporate officer, or other confirmation thereof satisfactory to the County.

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 must 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 must be prepared simply and economically, providing a straightforward and concise description of the respondent’s capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RSQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. Emphasis in each qualifications package must be on completeness and clarity of content. To
expedite the evaluation of qualifications packages, it is **mandatory** that respondent follow the format and instructions contained in this RSQ. 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 must 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 must 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 RSQ, each prospective respondent is urged to conduct its own investigations into the material facts and the County will not be held liable or accountable for any error or omission in any part of this RSQ. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. By submitting a response, represents that the respondent has read and understands the RSQ requirements and its response is made in accordance with those requirements 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 must be made in writing [fax 352-343-9473 or e-mail are acceptable] in accordance with procedures set forth in this RSQ. The County will not be responsible for any oral communication given by any employee, agent, or representative of the County. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

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

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

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

The response to this solicitation, along with the specified number of copies, must 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. Note: Submission via facsimile (fax) or email or other electronic media will not be accepted.

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 must be clearly marked with RSQ number, title, and company name. To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

If you plan on bringing your 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 address it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
313 SOUTH BLOXHAM AVENUE
TAVARES, FL 32778

3.3 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 vendors submitting packages will be read aloud and recorded. Individuals covered by the Americans with Disabilities
Act of 1990 in need of accommodations to attend public openings or meetings should contact the Procurement Services office at least five (5) days prior to the scheduled response due date.

3.4 Withdrawal of Response Packages

A responding vendor may withdraw your response package or modify it at any time prior to the official response due date and time. You will 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.
SECTION 4 – CONTRACT REQUIREMENTS FOR ANY CONTRACT DERIVED FROM THIS RSQ

The following requirements will be included in any contract derived from this RSQ:

4.1 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 in Section 5)

4.2 Conflict of Interest Certification FDOT Form #375-030-50

This form is required from each person involved in the procurement process, both from the county staff and the vendors. (See attached form in Section 5)

4.3 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 in section 5)

4.4 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 in Section 5)

4.5 Disclosure of Lobbying Activities FDOT Form #375-030-34

This form is to list information disclosing lobby activities. (See attached form in Section 5)

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

All terms contained in this RSQ are fully applicable to this project and resulting contract. See content within Section 5.

4.7 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 will be liable only for reasonable costs.
incurred by the vendor prior to notice of termination. The County will 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 will be cancelled and the vendor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**Termination for Default:** The County reserves the right to terminate the 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 in this RSQ. 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 must be borne by the vendor.

**4.8 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.

**4.9 All Tangible Assets Must Be Identified**

The contract will specify all applications or impacts of tangible assets that may be involved with or during the duration of the project.

**4.10 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 verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4.11 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 of any other state or the United States.

4.12 Drug Free Workplace Certification

This form is to list information disclosing drug free workplace. (See attached form in Section 5)

4.13 Prompt Payment Provision

The County will 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.

4.14 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 RSQ. 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.

If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to the contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.
SECTION 5 ATTACHMENTS

RSQ 19-0923 PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR LAKE ELLA ROAD SAFETY DESIGN

INFORMATIONAL DOCUMENTS

Attachment 1: Scope of Work
Attachment 2: Sample Contract
Attachment 3: Terms for Federal Aid Contracts - FDOT Form #375-040-84
Attachment 4: Truth in Negotiation Certification – FDOT Form #375-030-30

DOCUMENTS TO COMPLETE AND RETURN WITH INITIAL RESPONSE

Attachment 5: Acknowledgement of Addenda
Attachment 6: Form 1 Firm Profile
Attachment 7: Form 2 Team Composition
Attachment 8: Form 3 Similar Projects
Attachment 9: Conflict of Interest Certification – FDOT Form #375-030-50
Attachment 10: Public Entity Crimes Statement
Attachment 11: Drug Free Workplace Program Certification
Attachment 12: Certification Regarding Debarment – FDOT Form #375-030-32
Attachment 13: Certification for Disclosure of Lobbying for Federal-Aid Contracts – FDOT Form #375-030-33
Attachment 14: Disclosure of Lobbying Activities – FDOT Form #375-030-34
Attachment 15: Bid Opportunity List – FDOT Form 375-040-62
ATTACHMENT 1

SCOPE OF WORK

Lake County is seeking statement of qualifications from Engineering Firms for the design of the Lake Ella Road Project located in Lake County, Florida. The project is funded with Federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 443508-1-38-01. The Lake Ella Road Safety Study Project was completed in June of 2018. The link to final signal safety study:

ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Lake_Ella_Safety_Study_FDOT_LAP/

This project consists of the design services for safety improvements along Lake Ella Road from NE 90th Street to the SR 25/SR 500 (US 27/US 441), approximately 2.96 miles in length. The design will include six-foot shoulders (four foot paved and two foot unpaved) for the two reverse curves within the study limits and eight-foot shoulders (four foot paved and four foot unpaved) from Micro Racetrack Road to Rolling Acres Road with safety edge treatment. In areas with constrained right-of-way, the design will include five or six-foot shoulders with four foot paved. The project also includes additional signing and pavement markings and minor drainage improvements. Utility coordination, wetland delineation, permitting coordination and a protected species evaluation are required. Coordination with USFWS, USACE and SHPO is anticipated. Right-of-way acquisition is not anticipated.

Surveying including topographic, above and below ground utilities and right of way will be required. The Consultant will be required to coordinate with the County’s staff on plan review, as this project is being funded by FDOT LAP agreement. The Consultant shall prepare the Division II and III specifications and the County will prepare the Division I specifications and the bid documents based on FDOT Standard Specifications and FDOT Design Manual.
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:

A. General Requirements:

1) Consultant shall refer to Lake County’s “Expected Deliverable Guidelines” for additional expectations for completion of project milestones and deliverables.

2) Consultant shall prepare a project schedule that follows the County’s final completion date and present to the County project manager at the project kickoff meeting.

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

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

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

6) Consultant shall Advertise and Notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.

7) Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of the County project manager, telephone conference calls may substitute for face to face meetings.
B. Survey Requirements:

1) Consultant shall prepare the Record Survey under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. The survey shall be in accordance with the adopted “Standards of Practice” for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes”.

2) Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to the County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.

3) Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent, redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.

4) Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.

5) Prior to beginning survey, the consultant will request a copy of a Right of Way package from the Lake County Right of Way Supervisor. This package will include all the right of way information available in the Lake County Public Works Department.

6) Consultant shall recover 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, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.

8) Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County staff.

9) Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by Lake County Public Works / Engineering / Right of Way Section.

10) Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

11) Consultant shall detail existing underground storm water and sanitary sewer structures
including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.

12) Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.

13) Contractors and subcontractors must have capability to work from plans in AutoCAD format. Lake County does not provide hard copy detailed plans for the purpose of survey stakeout.

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

C. Right of Way Plan Requirements:

1) Right of Way Mapping (Right of Way Identification Maps)

a) The consultant shall prepare a Right of Way I.D. Map for the entire project area at a scale not to exceed 1" = 40' (1" = 40' or larger). The sheet view set up on detail sheets shall include only 2 match lines per page (with exceptions at the intersections), and only one alignment per sheet, with view being aligned with the direction of the road, trail or sidewalk. No Text below .10 times (x) the map scale. Lake County prefers the stationing shown on the RW ID Maps match the stationing shown on design plans. Situations where not possible should be discussed with the Lake County Survey Manager. Pond site detail sheet should be provided at the end of the map/survey. RW ID Maps shall also include the following:

i. Key Map, not to exceed 1" = 400', which provides full coverage of the project area and assists in defining the overall project limits.

ii. Table of Ownership, which provides present ownership and recording information in tabular form, on a separate tabulation sheet at the end of the map. The minimum parcel data required shall include parcel identification numbers or alternate key numbers; the sheet numbers on which each parcel appears; names of property owners; area of acquisition; interest of acquisition (RW- right of way; WRA-water retention area; PE-perpetual grading drainage and
utility easement; DE-drainage easements; TCE- temporary construction easements; RE-right of entry agreement. Other interest types may be identified for project and should be coordinated with the RW Supervisor and Project Manager.

iii. Section & 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. Lake County Plan Deliverables:
1) Expected Plan sheet Divisions:

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

2) Deliverables at the 30% design submittal level:

a) Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by Lake County.

b) A letter from the Consultant to the County project manager listing all permits that will be required for the project and what agency the permit will be sought from.

c) Consultant will complete an initial threatened and endangered species survey and present a copy of the results to the County project manager.

d) Consultant will complete a phase one environmental survey (if applicable) and submit results to the County project manager.

e) Consultant will complete a planned storm water and initial pond siting report and submit to County project manager for review.

f) Submitted plans will include “line and grade” plan view and:

   i. exceed the construction boundaries by 300 feet running longitudinally with the travel way and show existing conditions

   ii. include a cover page acceptable to the County project manager

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

3) Deliverables at the 60% design submittal level:

a) A copy of the transmittals for the utility companies notified within the limits of the project for “red – brown – green” markups. All utilities within the project limits shall be notified.

b) A copy of any and all permit plans, permit package (including calculations if necessary) that will be submitted to required permitting agencies, or copy of a letter of request for exemption from needing a permit that will be sent to the permitting agency.

c) Three copies of the preliminary Right of Way I.D. Maps showing existing and proposed right of way is to be provided. The existing right of way shown on the Right of Way ID Map shall include the recorded right of way, including the recording information for all public rights of ways and easements, and any other RW as approved by the Lake County Engineering Director or his designee.

d) Three (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format provided on the submittal CD.

e) Submitted plans will include all items listed under the 30% submittal and:
   i. all corrections made to the 30% reviewed plans addressing the comments made by the County project manager
   ii. Failure to make corrections to the 30% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.
   iii. any problem areas that may exist with utilities noted on the plans
   iv. plan views, profile views, and cross section views (interval to be set by the County project manager)
   v. show proposed storm water management system
   vi. show the relevant Geotechnical information on the plans
vii. show approximate location of listed species and/or environmental impacts
viii. Provide preliminary signal plans.

f) Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD, format identified by Lake County of the project and submitted plans.

4) Deliverables at the 90% design submittal level:
   a) A copy of all needed permits for the project approved by the permitting agency with an electronic copy in pdf format provided on the submittal CD.
   b) A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.
   c) An electronic copy (AutoCAD, pdf, etc.) of the 60% plan submittal “red – brown – green” markups from all utilities within the limits of the project shall be included on the submittal CD
   d) Copies of any correspondence between a utility and the Consultant shall be provided to the County project manager with an electronic copy in pdf format provided on the submittal CD.
   e) Submitted plans will include all items listed under the 60% submittal and:
      i. all corrections made to the 60% reviewed plans addressing the comments made by the County project manager
      ii. all corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups)
      iii. Failure to make corrections to the 60% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.
      iv. Proposed signing and pavement marking plans.
      v. Signalization plans provided in accordance with the FDOT Design 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.
   j) The Consultant shall prepare the Division II and III specifications and the County will prepare the Division I specifications and bid documents.
   k) Concurrence of project specifications by FDOT LAP Project Manager.
5) Deliverables at the 100% design submittal level:
   a) Submitted plans will include all items listed under the 90% submittal and:
      i. All corrections made to the 90% reviewed plans addressing the comments
         made by the County project manager
      ii. All corrections made to the reviewed plans by the utilities (incorporate
           the information from the red – brown – green markups if any)
   b) Three (3) copies Signed & Sealed of the Final Right of Way I.D. Maps showing
      existing and proposed right of way and addressing comments made by the County
      project manager with an electronic copy in pdf format provided on the submittal CD.
   c) Three (3) copies Signed & Sealed of the Final legal descriptions and sketches of
      proposed right of way and easements, addressing comments made by the County
      project manager with an electronic copy in pdf format provided on the submittal CD.
   d) Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale)
      and a CD in AutoCAD format of the submitted plans

6) Deliverables at the Final submittal level:
   a) 2 copies each of all permits with pdf copy provided on submittal DVD
   b) 2 copies each of any agency permit exemption letter with pdf copy provided on
      submittal DVD
   c) 2 copies each of any geotechnical reports with pdf copy provided on submittal DVD
   d) 2 copies each of any environmental reports with pdf copy provided on submittal DVD
   e) Three (3) signed and sealed project plan record sets
   f) Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the
      engineers signature, date, and seal.
   g) One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing
      the engineers signature, date, and seal provided on the submittal DVD.
   h) Concurrence of project specifications 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) Invoices will be put thru for payment by the County project manager only when the County
   is in possession of all deliverables for the relevant submittal.

4) Advancement to the next design submittal level shall not take place until the previous
   submittal is approved by the County and considered complete.
ATTACHMENT 2

SAMPLE CONTRACT
*This is a Sample Agreement and is subject to change upon award.

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND

FOR PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR
LAKE ELLA ROAD SAFETY DESIGN
RSQ # 19-0923

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

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Professional Engineering and Design Services for Lake Ella Road Safety Design (RSQ #19-0923); and

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

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

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional engineering and design services for Lake Ella Road Safety Design Project (the "Project"), in accordance with the Scope of Work attached as Attachment A. The Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Agreement. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to the Project.

2.2 CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified in this Agreement. All services must be completed no later than [add term] after the Notice to Proceed is issued, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of COUNTY.

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

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

**Article 3. Payment**

3.1 The parties agree the total cost of the Project not exceed the amount of {Sto be added}. COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as Attachment B (lump sum).

3.2 CONSULTANT shall submit monthly invoices to the COUNTY addressed to Lake County Board of County Commissioners, P.O. Box 7800, Tavares, Florida 32778, unless CONSULTANT is notified in writing by COUNTY of a different address and location of COUNTY’s office. Each invoice must contain the Request for Statement of Qualifications (RSQ) number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, and other pertinent information. CONSULTANT may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by CONSULTANT and approved by COUNTY. Payment will be lump sum based upon the Pricing Schedule, attached as Attachment B, but not to exceed the amount listed in paragraph 3.1 above. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONSULTANT shall submit a fully documented invoice that provides the basic information set forth above.

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

3.4 CONSULTANT hereby agrees and acknowledges that this Agreement is funded through a State of Florida, Department of Transportation, Local Agency Program Agreement (LAP), FPN# {to be added}. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

**Article 4. COUNTY’s Responsibilities**

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

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved by COUNTY in accordance with the terms of this Agreement.
4.3 COUNTY will provide to CONSULTANT all necessary and available data, photos, and documents COUNTY possesses that would be useful to CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

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

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

5.3 Termination.

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

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

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

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

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

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

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

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

- Combined Single Limit: $1,000,000

Workers’ compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation (Federal, maritime, etc.). If not required by law to maintain workers’ compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold 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 specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

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

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

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

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

Certificate holder must be:

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

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

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

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

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

Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

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

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. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation ("FDOT"), including the FDOT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

5.17 Public Records/Copyrights.

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

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

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

1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to COUNTY.

4. Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

5.18 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY’s choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the Agreement. The CONTRACTOR 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.

If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONTRACTOR’s description of control processes, and the
independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

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

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

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

5.20 Terms for Federal-Aid Contracts. CONSULTANT acknowledges that this Agreement will be furnished to COUNTY, FDOT, and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil. CONSULTANT shall comply with the Local Agency Program Federal-Aid Terms for Professional Services Contracts (375-040-84), a copy of which is attached hereto as Attachment D and incorporated herein, as a part of this Agreement.

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

5.22 Public Evaluation. The parties agree that COUNTY will evaluate CONSULTANT’s performance. This evaluation will occur within ninety (90) days of completion of the Project and consist of a meeting with the CONSULTANT’s authorized representative and the Lake County Public Works Department Director or designee and a review of the Project file to determine whether the Project was completed by the CONSULTANT, and any subconsultants, in accordance
with this Agreement and the services completed to the satisfaction of COUNTY. This evaluation will become public record.

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

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

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

**Article 6. Miscellaneous Provisions**

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

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

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

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

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

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

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

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

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

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

If to CONSULTANT:  
County Manager  
315 West Main Street  
Post Office Box 7800  
Tavares, Florida 32778-7800

If to COUNTY:

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

Article 7. Scope of Agreement

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

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

Attachment A - Scope of Work, includes Lake County Public Works Scope of Work Requirements
Attachment B - Pricing Schedule  [will be added]
Attachment C - Certifications  [will be added]
Attachment D - Local Agency Program Federal-Aid Terms
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

{Signature blocks to be added}
ATTACHMENT 1

SCOPE OF WORK

Lake County is seeking statement of qualifications from Engineering Firms for the design of the Lake Ella Road Project located in Lake County, Florida. The project is funded with Federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 443508-1-38-01. The Lake Ella Road Safety Study Project was completed in June of 2018. The link to final signal safety study:
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Lake_Ella_Safety_Study_FDOT_LAP/

This project consists of the design services for safety improvements along Lake Ella Road from NE 90th Street to the SR 25/SR 500 (US 27/US 441), approximately 2.96 miles in length. The design will include six-foot shoulders (four foot paved and two foot unpaved) for the two reverse curves within the study limits and eight-foot shoulders (four foot paved and four foot unpaved) from Micro Racetrack Road to Rolling Acres Road with safety edge treatment. In areas with constrained right-of-way, the design will include five or six-foot shoulders with four foot paved. The project also includes additional signing and pavement markings and minor drainage improvements. Utility coordination, wetland delineation, permitting coordination and a protected species evaluation are required. Coordination with USFWS, USACE and SHPO is anticipated. Right-of-way acquisition is not anticipated.

Surveying including topographic, above and below ground utilities and right of way will be required. The Consultant will be required to coordinate with the County’s staff on plan review, as this project is being funded by FDOT LAP agreement. The Consultant shall prepare the Division II and III specifications and the County will prepare the Division I specifications and the bid documents based on FDOT Standard Specifications and FDOT Design Manual.
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:

A. General Requirements:

1) Consultant shall refer to Lake County’s “Expected Deliverable Guidelines” for additional expectations for completion of project milestones and deliverables.

2) Consultant shall prepare a project schedule that follows the County’s final completion date and present to the County project manager at the project kickoff meeting.

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

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

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

6) Consultant shall Advertise and Notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.

7) Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of the County project manager, telephone conference calls may substitute for face to face meetings.

B. Survey Requirements:

1) Consultant shall prepare the Record Survey under the direction and supervision of a
Professional Surveyor and Mapper licensed in the State of Florida. The survey shall be in accordance with the adopted “Standards of Practice” for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes”.

2) Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to the County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.

3) Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent, redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.

4) Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.

5) Prior to beginning survey, the consultant will request a copy of a Right of Way package from the Lake County Right of Way Supervisor. This package will include all the right of way information available in the Lake County Public Works Department.

6) Consultant shall recover 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, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.

8) Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey Limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County staff.

9) Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by Lake County Public Works / Engineering / Right of Way Section.

10) Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

11) Consultant shall detail existing underground storm water and sanitary sewer structures
including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.

12) Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.

13) Contractors and subcontractors must have capability to work from plans in AutoCAD format. Lake County does not provide hard copy detailed plans for the purpose of surveystakeout.

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

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

1) Right of Way Mapping (Right of Way Identification Maps)

a) The consultant shall prepare a Right of Way I.D. Map for the entire project area at a scale not to exceed 1” = 40’ (1” = 40’ or larger). The sheet view set up on detail sheets shall include only 2 match lines per page (with exceptions at the intersections), and only one alignment per sheet, with view being aligned with the direction of the road, trail or sidewalk. No Text below .10 times (x) the map scale. Lake County prefers the stationing shown on the RW ID Maps match the stationing shown on design plans. Situations where not possible should be discussed with the Lake County Survey Manager. Pond site detail sheet should be provided at the end of the map/survey. RW ID Maps shall also include the following:

i. Key Map, not to exceed 1” = 400’, which provides full coverage of the project area and assists in defining the overall project limits.

ii. Table of Ownership, which provides present ownership and recording information in tabular form, on a separate tabulation sheet at the end of the map. The minimum parcel data required shall include parcel identification numbers or alternate key numbers; the sheet numbers on which each parcel appears; names of property owners; area of acquisition; interest
of acquisition (RW - right of way; WRA-water retention area; PE-perpetual grading drainage and utility easement; DE-drainage easements; TCE- temporary construction easements; RE-right of entry agreement. Other interest types may be identified for project and should be coordinated with the RW Supervisor and Project Manager.

iii. Section & 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 parcel 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. Lake County Plan Deliverables:

1) Expected Plan sheet Divisions:

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<thead>
<tr>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>COVER / KEY SHEET</td>
</tr>
<tr>
<td>2</td>
<td>DRAINAGE MAP</td>
</tr>
<tr>
<td>3-4</td>
<td>TYPICAL SECTIONS</td>
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<td>5-6</td>
<td>GENERAL NOTES</td>
</tr>
<tr>
<td>7-8</td>
<td>PROJECT LAYOUTS</td>
</tr>
<tr>
<td>9-10</td>
<td>REFERENCE POINTS / CONTROL</td>
</tr>
<tr>
<td>11-12</td>
<td>ROADWAY PLAN</td>
</tr>
<tr>
<td>13-14</td>
<td>ROADWAY PROFILE</td>
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<td>15-16</td>
<td>SPECIAL PROFILES</td>
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<td>17-18</td>
<td>DRIVEWAY DETAILS</td>
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<tr>
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<td>DRAINAGE STRUCTURED DATA</td>
</tr>
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<td>21-22</td>
<td>POND DETAILS / OUTFALL DETAILS</td>
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<td>23-24</td>
<td>POND CROSS SECTIONS</td>
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<td>CROSS SECTIONS</td>
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<td>29-30</td>
<td>SIGNING AND MARKING PLAN</td>
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<td>31-32</td>
<td>STORMWATER POLLUTION PREVENTION PLAN</td>
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<td>37-38</td>
<td>UTILITY ADJUSTMENT PLAN</td>
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<td>SIGNALIZATION PLAN</td>
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<td>LIGHTING PLAN</td>
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<td>LANDSCAPE PLAN</td>
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<tr>
<td>45-46</td>
<td>GEOTECHNICAL PLAN</td>
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2) Deliverables at the 30% design submittal level:

a) Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by Lake County.

b) A letter from the Consultant to the County project manager listing all permits that will be required for the project and what agency the permit will be sought from.

c) Consultant will complete an initial threatened and endangered species survey and present a copy of the results to the County project manager.

d) Consultant will complete a phase one environmental survey (if applicable) and submit results to the County project manager.

e) Consultant will complete a planned storm water and initial pond siting report and submit to County project manager for review.
f) Submitted plans will include "line and grade" plan view and:
   i. exceed the construction boundaries by 300 feet running longitudinally
      with the travel way and show existing conditions
   ii. include a cover page acceptable to the County project manager
   iii. include County typical sections
   iv. include County general notes pages
   v. Show centerline of proposed roadway as the baseline of project. The
      baseline of survey and centerline of project shall match.
   vi. Show stationing with beginning and ending project station limits.
   vii. Show existing pavement striping (on additional sheet if necessary for
        legibility)
   viii. Show existing conditions (grades, signalization, right-of-way, property
        lines, parcels, trees, driveways, fences, gates, utilities, everything
        relevant from the survey, etc.)
   ix. Show proposed edge of pavement and preliminary proposed right-of-way on
        plans.
   x. Show pond locations relative to roadways on plans.
   xi. Signal plans are to be initiated with proposed Pole locations and ROW
       impacts provided on plans for review.

g) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible
   scale) and a CD with an electronic copy of submitted plans in pdf format, and an
   electronic file in an AutoCAD format identified by Lake County of the submitted
   plans.

3) Deliverables at the 60% design submittal level:
   a) A copy of the transmittals for the utility companies notified within the limits of
      the project for "red – brown – green" markups. All utilities within the project limits
      shall be notified.
   b) A copy of any and all permit plans, permit package (including calculations if
      necessary) that will be submitted to required permitting agencies, or copy of a letter
      of request for exemption from needing a permit that will be sent to the permitting
      agency.
   c) Three copies of the preliminary Right of Way I.D. Maps showing existing and
      proposed right of way is to be provided. The existing right of way shown on the
      Right of Way ID Map shall include the recorded right of way, including the
      recording information for all public rights of ways and easements, and any other
      RW as approved by the Lake County Engineering Director or his designee.
   d) Three (2) signed and sealed copies of the Geotechnical Report with an electronic
      copy of submitted report in pdf format provided on the submittal CD.
   e) Submitted plans will include all items listed under the 30% submittal and:
      i. all corrections made to the 30% reviewed plans addressing the comments
         made by the County project manager
      ii. Failure to make corrections to the 30% plans as identified by the County
Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.

iii. any problem areas that may exist with utilities noted on the plans
iv. plan views, profile views, and cross section views (interval to be set by the County project manager)
v. show proposed storm water management system
vi. show the relevant Geotechnical information on the plans
vii. show approximate location of listed species and/or environmental impacts
viii. Provide preliminary signal plans.

f) Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD, format identified by Lake County of the project and submitted plans.

4) Deliverables at the 90% design submittal level:
   a) A copy of all needed permits for the project approved by the permitting agency with an electronic copy in pdf format provided on the submittal CD.
   b) A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.
   c) An electronic copy (AutoCAD, pdf, etc.) of the 60% plan submittal “red – brown – green” markups from all utilities within the limits of the project shall be included on the submittal CD.
   d) Copies of any correspondence between a utility and the Consultant shall be provided to the County project manager with an electronic copy in pdf format provided on the submittal CD.
   e) Submitted plans will include all items listed under the 60% submittal and:
      i. all corrections made to the 60% reviewed plans addressing the comments made by the County project manager
      ii. all corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups)
      iii. Failure to make corrections to the 60% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.
      iv. Proposed signing and pavement marking plans.
      v. Signalization plans provided in accordance with the FDOT Design 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.

j) The Consultant shall prepare the Division II and III specifications and the County will prepare the Division I specifications and bid documents.

k) Concurrence of project specifications by FDOT LAP Project Manager.

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 L.D. Maps showing existing and proposed right of way and addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.

   c) Three (3) copies Signed & Sealed of the Final legal descriptions and sketches of proposed right of way and easements, addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.

   d) Submittal will include 3 sets of review plans (11” x 17” paper to proper legible scale) and a CD in AutoCAD format of the submitted plans.

6) **Deliverables at the Final submittal level:**

   a) 2 copies each of all permits with pdf copy provided on submittal DVD

   b) 2 copies each of any agency permit exemption letter with pdf copy provided on submittal DVD

   c) 2 copies each of any geotechnical reports with pdf copy provided on submittal DVD

   d) 2 copies each of any environmental reports with pdf copy provided on submittal DVD

   e) Three (3) signed and sealed project plan record sets

   f) Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.

   g) One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.

   h) Concurrence of project specifications 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) Invoices will be put thru for payment by the County project manager only when the County is in possession of all deliverables for the relevant submittal.

4) Advancement to the next design submittal level shall not take place until the previous submittal is approved by the County and considered complete.
ATTACHMENT B - PRICING SCHEDULE

{To be added}
ATTACHMENT C – CERTIFICATIONS

{To be added}
ATTACHMENT D – LOCAL AGENCY PROGRAM FEDERAL-AID TERMS

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX D)

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, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All drawings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said documents, the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

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

D. The consultant shall provide access to the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

F. Non-discrimination: 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 treatment of subcontracts, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions.
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 subcontractor or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin, and 49 C.F.R. 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 C.F.R. Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 5101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1992, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-252), (championed 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 term "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); Title II and Title 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 36 and 37; The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12699, 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 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 against individuals with 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 74,057 to 74,100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

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

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

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 28.13(b): This statement shall be included in all subsequent agreements between the Consultant and any subcontractor or contractor.

1. 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.

O. It is mutually understood and agreed that the willful, unethical, discriminatory, or misleading representation 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 16, Section 1202, is hereby incorporated by reference and made a part of this Agreement.

P. 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 26.61, 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 closure 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 regulations.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representives has been required by the Local Agency, directly or indirectly as 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.

R. 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.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
ATTACHMENT 3

LOCAL AGENCY PROGRAM
FEDERAL-AID TERMS
FOR
PROFESSIONAL SERVICE CONTRACTS
Local Agency Terms for Federal Aid Professional Services Contracts

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

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

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.3 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

1. Withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.
J. Incorporation of Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions 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 subcontractor or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1965 (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 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); Title 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 – 12139) 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 color, race, national origin, and sex); Executive Order 12896, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

1. 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.

O. 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.

P. 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 if the clause titled "Certification Regarding Debarment, Suspension, Indigibility 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.

Q. 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.

R. 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.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
ATTACHMENT 4

TRUTH IN NEGOTIATION CERTIFICATION

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, 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
ATTACHMENT 5

ACKNOWLEDGEMENT OF ADDENDA

RSQ 19-0923

PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR LAKE ELLA ROAD SAFETY DESIGN

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

<table>
<thead>
<tr>
<th>Part I:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must list below the dates of issue for each addendum received in connection with this RSQ:</td>
</tr>
<tr>
<td>Addendum #1, Dated:</td>
</tr>
<tr>
<td>Addendum #2, Dated:</td>
</tr>
<tr>
<td>Addendum #3, Dated:</td>
</tr>
<tr>
<td>Addendum #4, Dated:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part II:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ No Addendum was received in connection with this RSQ.</td>
</tr>
</tbody>
</table>

COMPANY NAME: DATE:

Note: Vendors are advised to visit our website at [http://www.lakecountyfl.gov](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.
ATTACHMENT 6

FIRM PROFILE FORM

1. Firm Name and Primary Corporate Address

1a. Licensed to do business in the State of Florida
   ______ Yes ______ No

1b. Registered to do business in the State of Florida
   ______ Yes ______ No

1c. Name, Title, Email, & Telephone Number of Principal to Contact

1d. Firm is ______ National ______ Regional ______ Local

   FEIN # ________________________________

1e. Firm is a Certified Minority Business Enterprise
   ______ Yes ______ No

2. Please list the number of people by discipline that your firm will commit to the County's project.
ATTACHMENT 7

TEAM COMPOSITION FORM

<table>
<thead>
<tr>
<th>Role</th>
<th>Name of individual assigned to the project</th>
<th>Florida Active Registrations Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(include other roles at vendor discretion)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert Testimony</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Surveyor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub Consultants:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Company Name Handling this Project</th>
<th>Projected % of Over-All Work on Entire Project</th>
<th>Name of Individual Assigned to this Project</th>
<th>Firm Worked with prime before (Yes or No)</th>
<th>Individual Worked with prime before (Yes or No)</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

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.
ATTACHMENT 8

SIMILAR PROJECTS FORM

Work by firm 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>
<thead>
<tr>
<th>Project Name &amp; Location</th>
<th>Project Owners Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
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<tr>
<th>Project Manager:</th>
</tr>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Completion Date (Actual or Estimated)</th>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Cost (In Thousands)</th>
<th>Project Owner's Contact Person, Title, Email, &amp; Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire Project</td>
<td>Work for which firm was/is responsible</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Scope of Entire Project (Please give quantitative indications wherever possible)

Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
ATTACHMENT 9
CONFLICT OF INTEREST FORM
FDOT FORM 375-030-50
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 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 agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

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

Printed Names

Signatures

Date
### Conflict of Interest/Confidentiality Certification

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ATTACHMENT 10

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWEAR 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 not FEIN, include the Social Security Number of the individual signing this
sworn statement: _______________________________________

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
ATTACHMENT 11

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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: __________________________________________
ATTACMENT 12

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

FDOT FORM 375-030-32
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 contractor). "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.epis.gov/), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
ATTACHMENT 13

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

FDOT FORM 375-030-33
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** |

Is this form applicable to your firm?

YES ☐ NO ☐

If no, then please complete section 4 below for “Prime”

| 1. **Type of Federal Action:** |
| a. contract |
| b. grant |
| c. cooperative agreement |
| d. loan |
| e. loan guarantee |
| f. loan insurance |

| 2. **Status of Federal Action:** |
| a. bid/off er/application |
| b. initial award |
| c. post-award |

| 3. **Report Type:** |
| a. initial filing |
| b. material change |

**For Material Change Only:**
Year: ______ Quarter: ______
Date of last report: _______
(mm/dd/yyyy)

| 4. **Name and Address of Reporting Entity:** |
| ☐ 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:** |

| 6. **Federal Department/Agency:** |

| 7. **Federal Program Name/Description:** |

| 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.

| **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 follow-up 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 full name, 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 subawardee 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. 0348-0048. 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 (0348-0048), Washington, DC 20503.
ATTACHMENT 15

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

FDOT FORM 375-040-62
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor: ____________________________________________

Address/Phone Number: ____________________________________

Procurement 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. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

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AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)