



REQUEST FOR QUALIFICATIONS

RFQ # 013-10

Continuing Contract for Professional Services

Response Due Date: February 5, 2010 @ 2:00 PM

Advertised January 17, 2010
Citrus County Chronicle
ONVIA DemandStar®

CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

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DEFINITIONS

"Addenda" means a written or graphic instruments issued by the County prior to the execution of the Agreement which modify or interpret the Request for Qualifications by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents.

"Master Agreement" means a legal document, executed by the County and the Successful Respondent, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Master Agreement, as amended from time to time, forms the Contract between County and the Successful Respondent setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment for Work Authorization assignments.

"Continuing Contract" means a contractual arrangement with a consulting firm to provide professional services on an as-needed basis whereby the services requested of the consultant are for (1) professional services that are not for the design of a construction project and the estimated cost of the services does not exceed \$200,000, or (2) professional services that are for the design of a construction project and the estimated cost of the construction project does not exceed \$2,000,000.

"Contract Documents" means the Request for Qualifications, Addenda to such, the Master Agreement, Amendments to such, Respondent's Statement of Qualifications, Work Authorization assignments, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Hold Harmless Agreement, Purchase Order and any other documents mailed or otherwise transmitted to or from the Respondent prior to or after the submittal of the Respondent's Response to the Request for Qualifications (including documentation mailed or otherwise transmitted by or to the Respondent prior to or after the Notice of Award), and any other documents that may be issued from time to time, which are all to be treated as one instrument whether or not set forth at length in the Agreement or referenced in such.

"Consultant" means Successful Respondent, in the context of the Request for Qualifications. In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services required under any Work Authorization assignment.

"County" means Citrus County Board of County Commissioners, its officers, employee and agents.

"Discipline" means primary technical capability of a consulting firm and it's "Key Personnel", as evidenced by academic degree, professional registration, certification, and/or extensive experience.

"Evaluation Team" means the team of County employees assigned to review, evaluate and score the Responses and Oral Presentations and make an award recommendation to the Board.

"Key Personnel" means an individual within the firm who will have major contract responsibilities and/or provide unusual or unique expertise.

"Minor Irregularity" means a variation from the requirements of the Request for Qualifications which does not give any Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of the County.

"Notice of Award" means a written notice submitted by the County advising the Successful Respondent that the Board of County Commissioners has approved an award of a Contract to the Successful Respondent to perform the services covered under this Request for Qualifications.

"Notice of Intent to Award" means a written notice submitted by the County to the Successful Respondent advising them of the County's intent to make an award to the Successful Respondent to perform the Services covered under this Request for Qualifications.

"Notice to Proceed" means a written notice issued to the Successful Respondent by the County fixing the date on which the Services are to commence and when they are to be completed for any Work Authorization assignment.

"Piggyback" means a government authority other than the County purchasing the Services from the Successful Respondent under the same terms and conditions that the Successful Respondent has agreed to offer the County.

"Professional Service Discipline" means the discipline of professional expertise as it relates to engineering, architecture, landscape architecture, surveying/mapping, geology and other associated areas.

"Public Opening" means a public meeting where the County opens the Responses to the Request for Qualifications and announces the names of the Respondents who submitted a Response to the Request for Qualifications.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Respondent and its intent to commence negotiations with that Respondent.

"Respondent" means the entity that submits a Response to the Request for Qualifications.

"Response" means a written statement of qualifications submitted by a Respondent in response to the Request for Qualifications.

"Responsive Respondent" means a Respondent that submits a Response that conforms in all material respects to the requirements of the Request for Qualifications.

"Responsible Respondent" means an entity that has the qualifications, financial capacity and capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addenda, or other information transmitted to potential Respondents.

"Services" means the direct labor of the Respondent, its sub-consultants and sub-contractors, and direct incidental expenses that are required by the Respondent to execute and complete the scope of services as outlined in any Work Authorization assignment, including those prescribed or implied.

"Sub-consultant" and "Sub-contractor" means an entity having a direct contract with the Consultant to perform a part of the Services of the Successful Respondent in accordance with the scope of services of any Work Authorization assignment, under the sole control and direction of the Successful Respondent.

"Successful Respondent" means the Respondent who has been determined to be qualified to perform the Services described herein, with whom the County selects to negotiate fair, competitive and reasonable compensation and makes an award.

"Work Authorization Assignment" means a sub-agreement to the Master Agreement that outlines the scope of services, time to complete the services and the total cost of a single project and which is executed by the County and the Successful Respondent, authorizing the Successful Respondent to perform the Services.

"Timeline" means the list of critical dates and actions involved in the Request for Qualifications process.

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INSTRUCTIONS TO RESPONDENTS

Solicitation Overview

In accordance with Section 287.055 of the Florida Statutes (known as the Consultant's Competitive Negotiation Act), Citrus County Board of County Commissioners is soliciting Statements of Qualifications from consulting firms who specialize in the professional service disciplines noted below. It is the intent of the County to select and enter into a "continuing contract" arrangement with as many consultants as necessary to ensure that the County has sufficient coverage for all of the professional service disciplines noted. Furthermore, it is anticipated that multiple firms will be selected for each of the disciplines.

The services of the selected consultants will be on an "as-needed" basis and will be under a "continuing contract" arrangement for the following: (1) professional services that are not for the design of a construction project (a study) and the estimated cost of the services does not exceed \$200,000 per event, and (2) professional services that are for the design of a construction project and the estimated cost of the construction project does not exceed \$2,000,000. The County shall not be obligated to utilize any consultant selected under this solicitation for any study or construction project and reserves the right to issue a separate solicitation for professional services for any study or construction project.

Respondents, and personnel within their firm, shall be qualified and meet the requirements as specified in Chapters 471 (Engineering), 472 (Land surveying and Mapping), 481 (Architecture, Interior Design and Landscape Architecture), and 492 (Professional Geology) of the Florida Statutes, for the professional services disciplines for which they are applying.

The following are the professional service disciplines for which the County is seeking consultants:

- Civil Engineering
- Transportation and Traffic Engineering
- Structural Engineering
- Aviation and Airport Engineering
- Architecture / Landscape Architecture
- Planning & Urban Design
- Construction Management
- Environmental/Geotechnical Engineering
- Electrical Engineering
- Mechanical Engineering
- Water / Wastewater Engineering

Minimum Requirements For Submitting A Response

Respondents shall provide written documentation verifying that they meet the following minimum requirements. If any Respondent is found not to meet these requirements, their Response will be rejected.

1. Respondents shall be registered with the State of Florida to conduct business in the State in accordance with the Florida Department of State – Division of Corporations.
2. "Key Personnel" within the Respondent's firm shall possess a valid and current professional license or certification issued by the State of Florida for the professional service discipline(s) for which Respondent is applying.
3. Respondents must have been in the business of providing professional services in the discipline(s) for which they are applying for a minimum of three (3) years. This shall not be limited to conducting business in the State of Florida.

NOTE: For requirement # 3 above, if a Respondent has a business history of less than three years, the Principal(s) of the Respondent must demonstrate that they, personally, were previously employed with another consulting company providing professional services for the discipline(s) for which they are applying, for a total of five (5) years, in order to meet this minimum requirement.

General

Respondents are encouraged to carefully review all the materials contained herein and prepare their Response accordingly. The detailed requirements set forth in this solicitation will be used to evaluate the Responses and failure of Respondents to provide the information requested may render their Response as non-responsive and result in being rejected.

The County shall not be liable for any costs incurred by a Respondent in preparing or producing its Response.

All terms and conditions outlined in this Request for Qualifications, and any associated Addenda, shall become a part of the Master Agreement entered into between the County and the Successful Respondents.

Contact Person

All inquiries pertaining to this Request for Qualifications are to be directed to:

Ronald Bamer
Purchasing & Contracts Manager
Office of Management & Budget
Citrus County Board of County Commissioners
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Ph: (352) 527-5413
Fax: (352) 527-5424
Email: ron.bamer@bocc.citrus.fl.us

NOTE: Respondents, or persons acting on their behalf, may not contact any employee or officer of the County concerning any aspect of this solicitation except the Contact Person noted above. Violation of this requirement may be grounds for rejecting a Response.

Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an Addendum to this Request for Qualifications and posted on the ONIVA-Demand Star® website.

EVENT	EVENT DATE	TIME
Issue Request for Qualifications	January 17, 2010	
Deadline for Questions	January 29, 2010	4:00 PM
Response Due Date	February 5, 2010	2:00 PM
Public Opening of Responses	February 5, 2010	2:15 PM
Evaluation Team Reviews Responses	February / March 2010	
Commence Negotiations	April 2010	
Board of County Commissioners Approval of Award	April 2010	

Pre-Proposal Conference

There will be NO pre-proposal conference.

Questions

If Respondents should have questions concerning this solicitation, they are to **submit their questions to the Contact Person in written format only, by way of e-mail**. It will be at the County's discretion whether questions received after the date for "deadlines for questions", as noted in the Event Timeline, will or will not be answered. Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Request for Qualifications.

Public Opening of Responses

SEALED Responses shall be opened on February 5, 2010 at 2:15 PM. The public opening shall be held at the Lecanto Government Building, **Suite 283**, 3600 W. Sovereign Path, Lecanto, Florida 34461. The only information conveyed at the Public Opening will be the names of the Respondents.

Any Respondent who requires reasonable accommodations at this meeting because of a disability or physical impairment should contact the Management & Budget Office at the Lecanto Government Building address below, or by calling (352) 527-5457 at least two days before the meeting. If you are hearing or speech impaired, use the TDD telephone (352) 527-5312.

Submission of Responses

SEALED Responses are to be submitted on or before February 5, 2010 at 2:00 pm to:

Ronald Bamer
Citrus County BOCC
3600 W. Sovereign Path – Suite 266
Lecanto, Florida 34461

Responses can be submitted by U. S. Mail, Courier Service or Personal Delivery. Responses submitted via facsimile or e-mail will not be accepted.

Should the Response be delivered in person, Respondents should deliver such to the receptionist desk in the main lobby at the address noted above. The Receptionist will ensure the Response is logged and stamped with the appropriate date and time of delivery. A receipt can be provided to the delivery person, if required.

Respondents are to submit one (1) unbound original and six (6) electronic copies (CD – PDF format) of their Response.

The outside of the mailing package must have the following label taped to ONE side of the package

(Respondents are to cut this label out, and tape it to the mailing package)

SEALED RESPONSE ENCLOSED

RFQ # 013-10

Continuing Contract for Professional Services

Company Name: _____

Timeliness of Response Submittal

The County assumes no responsibility for a Response received after the due date and time, or delivered to any location other than that specified above, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Responses received after the due date and time shall be returned unopened. There will be no exceptions to this policy.**

CAUTION: Citrus County is not considered a "priority area" by some courier Services. It is the responsibility of Respondent to make sure their Response is delivered by the due date and time. If the courier Services chosen arrives after the due date and time, the actual delivery date and time will be recorded on the Response envelope and returned to Respondent as refused.

Response Submittal Format

Responses are NOT to include any reference to compensation. Any Response that is opened and found to include pricing information will be rejected.

Responses are to be submitted on 8½" x 11" size paper, **single sided only**, typed (Arial Font / 10 Point). **Respondents are not to exceed the page limitations indicated below.** Provision of brochures and extraneous information is discouraged and could result in an unsatisfactory score rendered by Evaluation Team members.

Responses are to be organized as follows to facilitate evaluation of such. If a Response is not organized in the order noted below, Evaluators may utilize such inconsistency as a factor in rendering a score.

A) Title Cover Page

B) Letter of Transmittal – One (1) page only

Respondents shall provide a letter of transmittal introducing their firm and stating who the main point of contact will be for questions and clarifications, along with their telephone number, facsimile number and e-mail address. The letter shall be executed by the Principal of the firm who has authority to bind the firm contractually (this should be the individual who will be executing **all** documents included in this solicitation).

C) Table of Contents for the following Sections (each Section shall be **separated by a Tab Sheet** and clearly identified):

SECTION ONE: Company Information – **No more than twelve (12) pages, including the Matrix**

Respondents shall provide the following information about their firm (do not provide information about sub-consultants or sub-contractors).

- a) Number of years your firm has been in business providing the professional service discipline(s) that your firm is applying for under this solicitation. Also, provide the number of years your firm has been conducting business in the State of Florida (include a copy of the Florida Department of State – Division of Corporations' listing in SECTION SIX).
- b) Names and titles of the **Principals** within your firm, their primary responsibility and the number of years they have been with your firm.
- c) List the types of **IN-HOUSE** professional service disciplines (see list at beginning of this solicitation) that your firm is applying for under this solicitation. The County is only interested in what services your firm offers utilizing in-house staff. Do not include services that you can offer through sub-consultants or sub-contractors. Respondents are to also complete the **"Professional Service Disciplines Matrix"** located at the end of this solicitation and include such in this Section.
- d) Number of professional and support employees. Include an organizational chart showing the reporting structure within your firm, including satellite offices, if applicable.
- e) Types of clients for which professional services are provided; private / public sector, industry or specialty.
- f) Provide three (3) references, for which your firm has performed professional services during the past five (5) years. References should include the client name, address, contact person, phone number, e-mail address, and a description of professional service discipline(s) provided for them. These could be the same clients noted in SECTION THREE.

SECTION THREE: Personnel Qualification – ***One (1) page per "Key Personnel"***

For **each** of the **IN-HOUSE** professional service discipline(s) projects identified in SECTION TWO (do not include services performed by sub-consultants or sub-contractors), provide a one-page resume of the "Key Personnel" within your firm that was/were responsible for managing each of the projects. (If a Respondent is applying for all eleven professional service disciplines and there were separate Key Personnel identified for each project listed for such discipline(s), the total number of pages would be thirty-three).

The resume of the Key Personnel shall clearly indicate the Professional Service Discipline for which they were assigned and must clearly identify the project(s) listed in SECTION TWO.

The resume shall provide information about the "Key Personnel", such as: education, licenses/certifications, and experience. The experience section shall list all positions held over the past ten (10) years, and include title, employer, dates of employment and projects managed. Project information provided under employment with the Respondent must match that indicated in SECTION TWO.

Include a copy of the "Key Personnel" license and/or certification after their respective resume.

SECTION FOUR: Projects Performed in Citrus County, Florida – ***No more than one (1) page***

Respondents are to list up to ten (10) professional service projects (any professional service discipline) that they performed **IN-HOUSE** during the past ten (10) years for either:

- Citrus County Board of County Commissioners, or
- Other government entities within Citrus County, or
- Private entities within Citrus County

Respondents are to provide the name of the entity for which the services were provided, the name of project, the dollar value of the project, and the contact name and e-mail address for the entity.

SECTION FIVE: Office Location – ***No more than one (1) page***

Respondents are to list the location of their firm's **home office and any satellite offices**, if their firm has more than one office. Give the street, city and state address, as well as phone and fax numbers.

Respondents are to also indicate the distance in miles each office location is from 3600 W. Sovereign Path, Lecanto, Florida.

SECTION SIX: Other Forms, Documents and Information

Respondents are to submit (1) the Addenda Acknowledgement Form, (2) the Hold Harmless Agreement, (3) the Respondent's Representation and Certification Form, (4) a copy of their Certificate(s) of Insurance, (5) a copy of the Florida Department of State – Division of Corporations' listing of their firm, and (6) if applicable, written verification of minority, woman-own, small or disadvantage business enterprise from the State of Florida.

NOTE: Information about sub-consultants and sub-contractors that may be utilized to supplement Respondent's services (those that cannot be performed in-house) is not required for responding to this solicitation. However, the County reserves the right to request similar information that is being requested of the Respondent, as noted above, about any proposed sub-consultants and sub-contractors after an award has been made to the Successful Respondent.

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Evaluation Criteria

No.	Evaluation Criteria	Score
1	<i>Company Information</i> – Scoring is subjective based on contents of Response	25
2	<i>Personnel Qualifications</i> – Scoring is subjective based on contents of Response	30
3	<i>Project Capabilities</i> – Scoring is subjective based on contents of Response	25
Total Possible Points for Criteria 1 through 3		80
4	<i>Projects Performed in Citrus County, Florida</i> Projects performed for Citrus County BOCC – Score of 5 PLUS Projects performed for other government agencies in Citrus County – Score of 3 PLUS Projects performed for private entities in Citrus County – Score of 2 Did not perform projects for any entity in Citrus County – Score of 0	10
5	<i>Distance Respondent's Closest Office is from 3600 W. Sovereign Path, Lecanto, Florida</i> • Located in Citrus County – Score of 10 • Less than 50 miles – Score of 8 • Between 51 miles and 100 miles – Score of 6 • Between 101 miles and 150 miles – Score of 4 • Between 151 miles and 200 miles – Score of 2 • Over 200 miles – Score of 0	10
Total Possible Points for Criteria 4 and 5		20
Total Possible Points for Criteria 1 through 5		100

Evaluation and Selection Process

NOTE: The County's Purchasing Section will review all Responses received to ascertain whether a Respondent meets the ***"Minimum Requirements for Submitting a Response"*** as outlined at the beginning of this solicitation. Any Respondent found not to meet the stated minimum requirements will be disqualified and their Response will be rejected. Therefore, it is critical that Respondents follow the instructions noted in this solicitation and provide the proper information requested.

Responses will be evaluated by Evaluation Teams and the County's Purchasing Section. The Evaluation Teams will be comprised of staff members from various Divisions and Offices within the Citrus County Board of County Commissioners.

The Evaluation Teams will evaluate and score each Respondent for Criteria 1 through 3. The scores rendered by the Evaluation Teams will be averaged to arrive at a "net" score for each of the three Criteria for each Respondent. As noted in the above table, a Respondent could receive a maximum average "net" score of 25 for Criterion # 1; a maximum average "net" score of 30 for Criterion # 2; and a maximum average "net" score of 25 for Criterion # 3. A total maximum average "net" score of 80 could be achieved by a Respondent for all three Criteria.

The County's Purchasing Section will evaluate and score each Respondent for Criteria 4 and 5. As noted in the above table, for Criteria # 4, Respondents could receive a score of 0 if they have no history of projects in Citrus County, or, a score between 2 and 10 depending if they have performed projects for Citrus County Board of County

Commissioners (a score of 5), other government entities in Citrus County (a score of 3), and/or private entities in Citrus County (a score of 2). A total maximum score of 10 could be achieved if a Respondent has a history of projects under all three scenarios. As noted in the above table, for Criteria # 5, Respondents could receive a score of 0, 2, 4, 6, 8, or 10, depending upon the distance that their nearest office (home or satellite) is from 3600 W. Sovereign Path, Lecanto, Florida.

For each Respondent, their average "net" score for Criterion 1, 2, and 3 and their total score for Criterion 4 and 5 will be summed to arrive at a total overall score. As noted in the above table, a Respondent could receive a maximum total score for Criterion 1, 2, 3, 4 and 5 of 100.

Base on the total overall score for all five Criteria, the Respondents will then be ranked highest (favorable) to lowest (unfavorable).

NOTE: Oral presentations will not be conducted as part of the evaluation process.

Respondents who receive a total overall score of 68 or greater will be invited to negotiate fees.

Respondents who receive a score that is less than 68 will not be considered for selection.

NOTE: If fee negotiations are not successful with any Respondent who received a score of 68 or greater, negotiations will be terminated and that Respondent will be removed from the ranking list and not considered for selection.

The County reserves the right to reject any or all Responses, to waive any irregularities or informalities in the Responses received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so. In the event a Response is rejected or otherwise does not result in a contract award, the County shall not be liable for any costs incurred by the Respondent in connection with the preparation and submittal of their Response.

Term of the Continuing Contract

The term of the Continuing Contract entered into with any Successful Respondent shall be for a period of five (5) years.

Budget

Respondents can visit the Citrus County website (www.bocc.citrus.fl.us) and view the Capital Improvement Programs (CIP) that the County has planned and budgeted for the current fiscal year and subsequent years. The documents can be found by selecting the link "BUDGET" located on the left hand side of the Home Page.

Due to the fact that the County depends upon grant funding for some of the projects in the CIP, there is no guarantee that all of the projects listed will come to fruition.

Furthermore, the County shall not be obligated to utilize any consultant selected under this solicitation for any study or construction project and reserves the right to issue a separate solicitation for professional services for any study or construction project.

Additional Terms and Conditions / Variances / Exceptions

Respondents **must clearly stipulate** in their Response (SECTION ONE) any additional terms and conditions, variances or exceptions that they are taking to the Request for Qualification documents, including those noted in the Agreement. If additional terms and conditions, variances or exceptions are not stated in the Response, it shall be construed that the Respondent has agreed to such as they are written.

Outside of anything stated to the contrary in this Request for Qualifications, County may consider additional terms and conditions, variances or exceptions submitted by the Respondent, however, in submitting their Response, the

Respondent agrees that such additional terms or conditions, variances or exceptions shall have no force or effect until agreed upon in writing by the County.

Addenda Acknowledgement Form

Respondents are to complete and execute the Addenda Acknowledgment Form and include such with their Response. If this document is not submitted, the Response may be rejected. The signature shall be made in **BLUE** ink to show that it is an original.

Certificate(s) of Insurance

Respondents are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force. If this document is not submitted, the Response may be rejected.

Hold Harmless Agreement

Respondents are required to submit with their Response an executed Hold Harmless Agreement. If this document is not submitted, the Response may be rejected. The signature shall be made in **BLUE** ink to show that it is an original.

Respondent's Representation and Certification Form

Respondents are required to submit with their Response an executed Respondent's Representation and Certification Form. If this document is not submitted, the Response may be rejected. The signature shall be made in **BLUE** ink to show that it is an original.

Licenses and Certifications

Respondents must comply with the Florida State Statutes 607 entitled "Corporations" to transact business in the state of Florida. Respondents must have the proper licenses and/or certifications in accordance with the State of Florida's regulations governing the provision of the Services outlined in this Request for Qualifications. Furthermore, Respondents must also comply with the policies, codes and regulations of Citrus County for conducting business in County. By submitting a Response to this Request for Qualifications, Respondents represent and warrant that they and their sub-consultants and sub-contractors have the required licenses and certifications. Respondents shall submit with their Response copies of all licenses and certifications required to perform the Services covered under this Request for Qualifications. If any of the aforementioned documents are not submitted, the Respondent's Response may be rejected.

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ADDITIONAL INFORMATION

Signing of the Agreement

When County gives a Notice of Intent to Award to the Successful Respondent, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter the Successful Respondent shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Qualifications.** Upon award and execution of the Agreement by the County, one executed copy of the Agreement shall be delivered to the Successful Respondent.

Responsiveness of the Responses and Disqualification

A responsive Response is one that complies with and conforms to the requirements of this Request for Qualifications. Responses requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A Response that fails to comply with the criteria outlined in the Request for Qualifications may be deemed non-responsive.

A Response may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to submit the information needed to evaluate the Responses based on the Evaluation Criteria, (3) failure to provide the required forms or other documentation, (4) incomplete, indefinite or ambiguous language, and (5) improper and/or undated signatures.

Other conditions, which shall cause rejection of a Response, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Respondent) more than one Response, (2) evidence of collusion among Respondents, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous contracts, (5) evidence that a Respondent has a financial interest in another firm who is submitting a Response, (6) falsification of any form required by the Request for Qualifications, or (7) not having a valid and appropriate local, state or federal permit, certification and/or license necessary to perform the Services

County may conduct such investigations as County deems necessary to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of the Respondent and their proposed sub-consultants and sub-contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Responses from all Respondents. Failure to provide requested information may result in rejection of the Response.

List of Respondents

A list of Respondents will be posted on the ONIVA-Demand Star® within ten (10) calendar days after the Public Opening date. The list of Respondents can also be obtained by contacting the Contact Person. **The County will not provide a list of Respondents by telephone.**

Examination of Solicitation Documents

It is the responsibility of Respondents to (1) examine the solicitation documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect their ability to submit a Response, (3) study and carefully correlate Respondent's observations with the solicitation documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the solicitation documents prior to submitting a formal Response.

Before submitting a Response, it shall be the Respondent's responsibility to submit to the County a request for any additional information which the Respondent deems necessary to develop their Response in accordance with the terms and conditions noted herein.

The submission of a Response to this Request for Qualifications shall be considered as a representation that the Respondent is fully informed concerning the Services to be furnished and is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Respondent's Response shall become a contractual obligation if the Respondent is awarded the Contract. Failure to accept these obligations in a contractual agreement shall result in rejection of Respondent's Response to this solicitation.

Addenda

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the ONIVA-Demand Star® e-procurement sourcing website, which can be accessed at the following address:

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

It is the responsibility of each Respondent to verify that they have received all Addenda issued before submitting their Response. The Respondent shall acknowledge receipt of any and all Addenda on the *Addenda Acknowledgement Form* that is included at the end of this Request for Qualifications. In the event any Respondent fails to acknowledge receipt of all addenda, the Respondent's Response will be construed as though the Respondent has received such. All addenda issued will become a part of this Request for Qualifications and will bind the Respondent, whether or not received.

Modification / Withdraw of a Response

Respondents have the right to modify or withdraw their Response without cause or without liability whatsoever at any time prior to the stipulated Response submittal due date and time.

Modified or withdrawn Responses may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time.

No Response shall be modified or withdrawn by the Respondent after the Response due Date and Time.

Rights of the County

The County reserves the right to debar or suspend, for not longer than three (3) years, a Respondent from any solicitation process should it be discovered that the Respondent was (1) in violation of any of the issues listed in the section titled "Respondent's Representation and Certification Form" of this Request for Qualifications, or (2) the Respondent has shown a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided such failure was not caused by acts beyond the control of the Respondent, or (3) any other cause that has been found to be so serious and compelling as to affect responsibility of the Respondent, including debarment or suspension by another governmental entity. The County will not exercise this right until after written notice has been given to the Respondent and reasonable opportunity has been given for the Respondent to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or the Respondent commences an action in court, or the Respondent administratively appeals the decision.

Response Evaluation and Award

County reserves the right to (1) cancel this Request for Qualifications, (2) reject any or all Responses, (3) waive any or all irregularities in the Responses, or (4) disregard all nonconforming, non-responsive, unbalanced or conditional Responses, as long as such does not give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County. County reserves the right to re-advertise the Request for Qualifications, when it is in the best interest of County. County also reserves the right to reject the Response of any Respondent if County believes that it would not be in its best interest to make an award to that Respondent, whether because the Response is non-responsive or Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by County.

In evaluating Responses, the County shall consider (1) the qualifications of Respondents, (2) whether or not the Responses comply with the prescribed requirements, and (3) any additional terms and conditions, exceptions or variances stipulated by Respondent.

County may conduct investigations, seek clarifications or request any information as County deems necessary to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of Respondent and their proposed sub-consultants and sub-contractors. Failure to provide requested information in a timely manner may result in rejection of the Response.

Conflict of Interest

Respondents shall disclose in their Response the name of any officer, director, employee or other agent who is also an employee of the County. Respondents shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's company or its affiliates.

Any Respondent or their proposed sub-consultants or sub-contractors who are currently involved in a contract with the County that may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Response, which shall include sufficient details regarding the actual or potential conflict of interest to allow the County to evaluate the submittal, including but not limited to existing contract(s) that the Respondent has with County that may conflict with this Request for Qualifications. Failure to do so may result in an adverse determination by the County. The County also reserves the right to request additional information regarding such a request.

Should there be a potentially irresolvable conflict; the County will make a determination regarding such conflict during the evaluation process. Any Respondent or their proposed sub-consultant or sub-contractor found to have a conflict of interest which the County determines, in its sole discretion, will interfere with the Respondent's ability to perform the Services outlined in this Request for Qualifications will be informed of the determination. Any Response submitted in contravention of the determination may be deemed non-responsive. The County also reserves the right to cancel any Award with any Respondent who fails to disclose any conflict of interest during the procurement process.

The Respondent or any of its employees, including any proposed sub-consultants and sub-contractors, shall not enter into any contract with the County or any other governmental entity during the term of any Contract covered under this Request for Qualifications that would create or involve a conflict of interest or the appearance of a conflict of interest with the Services noted in the Request for Qualifications.

NOTE: The County currently has several "continuing contracts" with other consultants for Transportation and Traffic Engineering, Environmental/Geotechnical Engineering, Civil Engineering, Architectural and Water / Wastewater Engineering disciplines. The existence of these continuing contracts with these consulting firms will not be considered a conflict of interest if any of these firms participate in this solicitation. If the consultants who are currently retained under these continuing contracts are selected for award for a continuing contract, as a result of this Request for Qualifications, the existing continuing contracts will be terminated and a new continuing contract will be entered into with those consultants, in accordance with this Request of Qualifications. If any of these consultants are not selected for award under this Request for Qualifications, the existing continuing contracts, expiring in 2011, will be allowed to continue in full force until they expire or are terminated in accordance with the existing agreements. That being the case, the County, at its sole discretion, shall be permitted to issue Work Authorization assignments to these consultants under these existing continuing contracts up to the date that they expire or are terminated.

Documentation Becomes the Property of the County

All documentation submitted in response to this Request for Qualifications shall become the exclusive property of the County. Documentation may not be removed by the Respondent or their agents and will not be returned to the Respondent. Selection or rejection of a Response by the County shall not affect this right.

Review of Respondent's Facilities and Qualifications

After the Request for Qualifications due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review Successful Respondent's facilities and qualifications, as well as documentation provided in their Response. This review will serve to verify data and representations submitted by the Respondent and may be used to determine whether the Respondent is qualified and experienced and has the resources to perform the Services outlined in the Request for Qualifications. The review may also serve to verify whether the Respondent has adequate financial capability to meet the County's requirements. Should the County determine that the Responses, or subsequent documentation submitted by the Respondent, has material misrepresentations or that the size or nature or any Successful Respondent's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Respondent's ability to perform the Services, the County has the right to reject their Response and not make an award.

Financial Strength

Prior to award of a contract, the County reserves the right to request to review financial information of the Successful Respondent to assist the County in further review of that Respondent's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

Clarifications

Before contract award, the County reserves the right to seek clarification from the Respondent with whom County is contemplating award to properly evaluate their Response. Failure to provide requested information may result in not making such award to the Respondent.

Contract Award

The County shall issue a Notice of Intent to Award, if any, to the Successful Respondent, however, no contract shall be formed between Successful Respondent and the County until the County signs the contractual Agreement.

Cooperative Purchasing

Respondents shall indicate on the Addenda Acknowledgement Form if they will allow other government entities to "Piggy-Back" (purchase the service covered under this Invitation to Bid from the Bidder under the same terms and conditions as outlined in this Request for Qualifications and any agreement that will be executed).

Workforce Labor

The County believes that the hiring of workforce labor by contractors and consultants who the County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, the County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. The Successful Respondent will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. The Successful Respondent's participation with CLM Workforce Connection is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County and the Successful Respondent in hiring assistance. More information can be found about CLM Workforce Connection by visiting their website at:

<http://www.clmworkforce.com>

Public Records Act

Respondents should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Ten (10) days after the Response Opening date, Responses shall be made available for public viewing. Responses and associated Response Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 226, Lecanto, Florida. Copies of the Responses and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.

Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Responses are to be made available by County for viewing by the general public. If a Respondent believes that their Response contains information that should not be a public record, the Respondent shall clearly segregate and mark that information as "**Confidential**" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Any documents given to the Successful Respondent as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Respondent will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Respondent in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section

119.07(1) of the Florida Statutes, shall be made available for public access. Should the Successful Respondent refuse to allow such access, County has the unilateral right to cancel the Award.

Respondents should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

Protests

Respondents wishing to file a formal protest concerning the selection, recommendation, or contract award under this Request for Qualifications may do so by submitting the protest in writing. The written protest must indicate the Request for Qualifications number, the name of the project, and the reason for the protest. The written protest shall be mailed to: Office of Management & Budget, Attn: Director, Office of Management & Budget, 3600 W. Sovereign Path, Suite 266, Lecanto, Florida 34461. Upon receipt, the Office of Management & Budget will review the protest in conjunction with County Administrator and/or County Attorney's office.

No protest will be considered if it is not received by the Office of Management & Budget within 72 hours after the notification of the "Recommendation of Award" is issued to those Respondents who submitted Responses."

Questions and/or interpretations concerning this Request for Qualifications shall not constitute formal notice of a protest. It is County's intent to ensure that the Response Documents are written to obtain the best value for the County and to ensure competitiveness, fairness, necessity and reasonableness in the Request for Qualifications process.

Under no circumstances shall County enact debarment or suspension against any protesting Respondent, regardless of the outcome of the protest.

Solicitations or Awards in Violation of Law

If prior to contract award it is determined that this Request for Qualifications or proposed contract award is in violation of law, then this Request for Qualifications or contract award shall be cancelled, or revised to comply with the law.

If after an award of a contract it is determined that this Request for Qualifications or contract award is in violation of law, then the awarded contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County, or the contract may be terminated and the Respondent awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to the termination.

Lobbying

Respondents shall not lobby any County or State Agency on any aspect of this Request for Qualifications during the procurement process (i.e. from the time this Request for Qualifications is advertised to execution of an Agreement) associated with the awarded contract. Violation of this restriction can be cause for rejection of the Response.

Joint Ventures

Two or more firms may submit a Response under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Response. That is, the traits of individual firms shall be blended in arriving at an overall Response evaluation score and oral interview score for the joint venture.

A firm, who submits a Response under a joint venture arrangement, may satisfy the technical certification requirements outlined in this Request for Qualifications as the Lead Consultant through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

- 1) The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Response.
- 2) Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Response.

Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Qualifications.

Sub-consultants and Sub-contractors

Although the County is not requesting that Respondents list any sub-consultants or sub-contractors that they may utilize in the performance of their services, should any Successful Respondent utilize a sub-consultant or sub-contractor for any portion of the work for any assignment that may be given to them, the following restrictions shall apply: (1) if requested by County, the Successful Respondent shall provide information about each proposed sub-consultant and sub-contractor to include, but not be limited to, the complete registered company name, Federal Employer Identification Number, address and phone number, experience statement, and any other information as deemed relevant by the County for evaluating the qualifications and experience of the proposed sub-consultants and sub-contractors, (2) all sub-consultants and sub-contractors proposed by a Respondent shall be properly certified or licensed by the appropriate governmental authority (as applicable), prior to the submittal of the Respondent's Response. Proposed sub-consultants and sub-contractors shall be qualified both technically and financially to perform the Services for which they will perform, and (3) if the County has reasonable objection to any proposed sub-consultant or sub-contractor, County may request the Successful Respondent to submit an acceptable substitute.

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MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER THE RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, THEY ARE TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

Upon Notice of Intent to Award, the Successful Respondent ("Consultant") shall have ten (10) business days to provide the County with certificate(s) of insurance evidencing that they have the required policies and limits noted below.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, sub-consultants or sub-contractors. The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under a contract.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

Citrus County Board of County Commissioners, its officials, employees and volunteers are to be covered as an additional insured with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

The Consultant, and their insurance carrier, waives all subrogation rights against Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Citrus County Board of County Commissioners, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

The Consultant and their insurance carrier, waives all subrogation rights against Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

The Consultant, and their insurance carrier, waives all subrogation rights against Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any consultant/contractor/employer/owner who has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that consultant/contractor/employer/owner's employees. If the consultant/contractor/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner. The consultant/contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all consultants, contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

POLLUTION LIABILITY

(Required if performing environmental services)

Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

The contractor, and its insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

The Consultant, and their insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

OTHER INSURANCE PROVISIONS

- a. The Consultant shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b. ***RFQ No. 013-10 shall be noted on the certificate.***
- c. The Consultant has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Consultant shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.

- d. All required insurance policies must be maintained until the contracted services have been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e. ***The Certificate Holder should read as follows:*** *Citrus County Board of County Commissioners, Attention: Purchasing, Suite 266, 3600 W. Sovereign Path, Lecanto, FL 34461.*
- f. It is the Consultant's responsibility to insure that all of their sub-consultants and sub-contractors comply with these insurance requirements. Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultants and sub-contractor, if requested by County. All coverages for sub-consultants and sub-contractors shall be subject to all of the requirements stated herein.
- g. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.***

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MASTER AGREEMENT

In Substantial Form

THIS MASTER AGREEMENT is hereby made and entered into between Citrus County Board of County Commissioners, a political sub-division of the State of Florida, with a principal place of business at 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County", and _____, a corporation organized and existing under the laws of the State of _____, Federal I.D. No. _____, with a principal place of business at _____, hereinafter referred to as "Consultant".

WHEREAS, County desires to engage Consultant to provide, on an as-needed basis, professional services (as defined in Chapter 287 of the Florida Statutes), under a continuing services contract arrangement for various types of projects (hereinafter referred to as "Services"); and

WHEREAS, Consultant desires to provide such Services; and

WHEREAS, County followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, Section 287.055 of the Florida Statutes; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.0 Designated Contact Persons: The Contact Persons for the Parties to this Agreement are as follows:

County

Name
Office of Management & Budget
Citrus County Board of County Commissioners
3600 W. Sovereign Path – Suite 266
Lecanto, Florida 34461
Phone: (352) 527-5413
Fax: (352) 527-5424
E-mail: ron.bamer@bocc.citrus.fl.us

Consultant

Name
Title
Company
Street Address
City, State, Zip
Phone:
Fax:
E-mail:

Notices Concerning the Master Agreement: All notices between County and Consultant concerning the Master Agreement shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, e-mail or personal delivery to the respective Designated Contact Person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

2.0 Entire Agreement: This Master Agreement, associated documents referenced below, and any executed amendments, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: 1) a fully executed amendments (later executed amendments taking precedence over earlier dated amendments), 2) provisions of the Master Agreement, 3) provisions of the Purchase Order issued to Consultant, 4) provisions of any Work Authorization assigned to Consultant, and 4) required provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

By reference, the following documents shall become a part of this Master Agreement:

- Consultant's Statement of Qualifications dated _____
- The Request for Qualifications Number RFQ 013-10, titled "Continuing Contract for Professional Services", dated January 17, 2010
- Addendum Number 1 to the Request for Qualifications Number RFQ 013-10, dated _____
- Addendum Number 2 to the Request for Qualifications Number RFQ 013-10, dated _____

3.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. The County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

4.0 Services:

4.1 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed \$200,000.00 or (2) construction related projects where the estimated cost of construction does not exceed \$2,000,000.00. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a study or design of a construction project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value in excess of \$25,000.00 will require the approval of County's Board of County Commissioners. The County shall not be obligated to utilize Consultant for any study or construction project and reserves the right to issue a separate solicitation for professional services for any study or construction project.

4.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of \$25,000.00 will require the approval of County's Board of County Commissioners.

4.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

4.4 Consultant's Deliverables: All maps and related documents are to be prepared in accordance with all applicable County manuals and guidelines, including the A/E/C CAD Standard, Release 4.0, compliant with version 4.0 of the U.S. National CAD Standard (ERDC-ITL-TR-09-2.pdf). Consultant shall submit to County Survey/Engineering/Architectural notes, computations, and necessary reproducible maps (prepared in CADD by or under the direction of a Licensed Surveyor/Registered Engineer/Registered Architect) to document their surveys and or designs. Consultant shall be aware that County is utilizing Enterprise Geographic Information System (GIS) databases and applications to manage Citrus County civil infrastructure assets. In order to succeed in accomplishing this, individual projects shall be assigned with necessary specific mapping, surveying and GIS deliverables to be provided in an electronic format and media compatible to County. The data shall be submitted and indexed in a manner such that it may be stored and be readily utilized in the future for the GIS.

4.5 Documents Provided by County: Consultant may rely upon the accuracy and completeness of any documents provided to Consultant by County, as they relate to the Services covered under any Work Authorization, and will not be liable for errors or omissions that may be discovered therein during the performance of its Services. This paragraph shall not mean or imply that Consultant is not obligated to advise County of any errors or omissions that it may discover, nor does it relieve Consultant from fulfilling all the requirements of the Work Authorization and this Master Agreement.

4.6 Employees, Sub-consultants, Sub-contractors and Agents: All Consultant employees, sub-consultants, sub-contractors, or agents performing any of the Services under any Work Authorization, shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Consultant. County may refuse access to County facilities, or require replacement of, any employee, sub-consultant, sub-contractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Master Agreement. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that their sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law. County reserves the right to reject any sub-consultant or sub-contractor that the Successful Respondent may utilize in the performance of its services and bears no responsibility or liability to a Respondent or its proposed sub-consultant or sub-contractor for any commitments made between them in preparation of a Proposal for any Work Authorization assignment. If County has reasonable objection to any proposed sub-consultant or sub-contractor, County may request Consultant to submit an acceptable substitute.

4.7 Notices Concerning Work Authorizations: Work Authorizations are "sub-agreements" to this Master Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between the County's Representative who requested Consultant's Services for a project and Consultant's Representative who is assigned to the project ("Single Point of Contact"). Notices between these two individuals shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, e-mail or personal delivery.

4.8 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization requirements, as well as those of the Master Agreement. Consultant shall at all times during the term of the Master Agreement remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the Services covered under any Work Authorization and the Master Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization, and at its discretion the Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after execution of the Master Agreement, but should County elect to do so; Consultant is not relieved from fulfilling all Master Agreement requirements.

4.9 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations assigned to Consultant in a format acceptable to County's Representative and at intervals established by County's Representative. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization, and of the details thereof. Coordination of such will be maintained by the Consultant with the County's Representative, or of other agencies interested in the project on behalf of the County.

4.10 Supervision by Consultant: Consultant shall supervise and direct the performance of their Services and shall be solely responsible for the means, methods, techniques, sequences, and safety for any Work Authorization assigned to Consultant.

4.11 Suspension of the Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services, or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for satisfactory completed, or partially completed, Services up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

4.12 Work Authorizations: Anytime County requires Consultant's Services for a project, as described in Article 4.1, County will develop a "conceptual" scope services for the project and share such with Consultant. Consultant will be required to (1) evaluate the conceptual scope and gather additional information, if necessary, (2) visit and familiarize themselves with the project site, if applicable, and (3) provide County with a Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. The Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Consultant's Proposal is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Consultant's Proposal (scope, schedule and fee), Consultant shall prepare a final Proposal which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of the County Representative who made the request for a Proposal for the project. Furthermore, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Proposal, as well as negotiate Consultant's scope, schedule and fee for the Project. If, after discussions and negotiations between

County and Consultant, County cannot accept Consultant's Proposal for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Proposal regardless of whether County does or does not accept Consultant's Proposal.

5.0 Compensation:

5.1 Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule, as outlined in Exhibit "A", and any adjustments to such, as described in Article 5.2. Consultant's labor fees shown in Exhibit "A" shall be "fully loaded" to include employee wages, benefits, general and administrative, overhead, and profit.

5.2 Changes in Consultant's Labor Fee Schedule: Consultant's labor fees, as shown in Exhibit "A", shall be firm for one year from the date that the Master Agreement is executed by the Parties. For each subsequent year during the term of the Master Agreement, Consultant's labor fees shall automatically be adjusted based on the annual change in the Consumer Price Index (CPI). Annual adjustments in Consultant's labor fees shall only be made if the annual change in the Consumer Price Index is positive. Negative changes in the Consumer Price Index will have no effect on Consultant's labor fees.

The Consultant's annual labor fee adjustment calculation shall be the difference between the CPI for the month prior to the Agreement anniversary date compared to the CPI twelve months prior to that month.

EXAMPLE: The Master Agreement was executed in May 2010. The CPI for April 2010 (one month prior) was 213.623. One year has past and the anniversary date of the Master Agreement is May 2011. The CPI for April 2011 (one month prior) was 215.340. The difference between the CPI for April 2011 and the CPI for April 2010 is +1.717. Since the difference is positive, Consultant's labor fees shall be adjusted upward by 0.8 percent.

$$(215.340 - 213.623) / 213.623 = 0.0080375 \times 100 = 0.8\%$$

EXAMPLE: For a subsequent year of the Agreement, the anniversary date is May 2012. The CPI for April 2012 (one month prior) was 214.823. The CPI for April 2011 was 215.340 (as noted in the above example). The difference between the CPI for April 2012 and April 2011 is -0.517. Since the difference is negative, there shall be no change in Consultant's labor fees.

Should Consultant commence with a Work Authorization assignment, which the cost of the project was determined using Consultant's then current labor fee schedule, and the duration of the project carries over into a subsequent year, there shall be no adjustment to the established project cost even if Consultant's labor fees are adjusted for that subsequent year, as described above. The exception to this would be changes in project cost due to changes in project scope. Should such changes occur in the subsequent year, the cost of such changes shall be based on Consultant's labor fees that are in effect during the year when the change in scope took place.

5.3 Consultant's Compensation for Work Authorization Assignments: Compensation to be paid to Consultant for the provision of Services for each project covered under a Work Authorization assignment shall be based on Consultant's labor fee schedule in accordance with one of the following three methods:

5.3.3 Time and Material: Work Authorization assignments issued on a time and material arrangement shall be limited to projects whereby (1) County and Consultant are unable to develop a detailed scope of services due to the lack of sufficient information about the project, (2) Consultant has been requested to provide litigation assistance, or (3) Consultant has been requested to provide various types of services to supplement County's in-house requirements. For these types of Work Authorization assignments, Consultant's fees for direct labor shall be in accordance with Consultant's labor fee schedule. Direct operating expenses and sub-contracted services shall be at cost, plus mark-up. Consultant shall receive monthly payments based on actual work performed and expenses incurred, as outlined in the Work Authorization assignment. Consultant shall not perform any work other than that assigned to Consultant by County. Consultant shall not be allowed to incur "over-time" labor expenses without prior written authorization from County. Consultant shall be required to substantiate all expenditures as outlined in Article 5.18.

5.3.1 Not-to-Exceed Fixed Price: For each Work Authorization assignment, Consultant shall develop an itemized breakdown of labor hours for identified in-house personnel assigned to the project for each task involved in its proposed scope of services. Using Consultant's labor fee schedule, Consultant shall develop a total cost for Consultant's direct labor. To this Consultant shall itemize all anticipated direct operating expenses, their respective quantities and associated estimated costs, inclusive of mark-up. To this Consultant shall itemize all sub-contracted services and their associated estimated costs, inclusive of mark-

up. Consultant shall then total all labor expenses, direct operating expenses and sub-contracted expenses to arrive at a total "not-to-exceed fixed price" for the Work Authorization assignment. Consultant shall receive monthly progress payments based actual work performed and expenses incurred, as outlined in the Work Authorization scope of services. Should the not-to-exceed fixed price amount for a Work Authorization assignment, inclusive of any agreed upon changes in Consultant's cost as a result of project scope changes, be exhausted before Consultant has completed their Services, Consultant shall be obligated to complete the Work Authorization assignment at no additional cost to County. Consultant shall be required to substantiate all expenditures as outlined in Article 5.18.

5.3.2 Lump Sum: For each Work Authorization assignment, Consultant shall develop an itemized breakdown of labor hours for identified in-house personnel assigned to the project for each task involved in its proposed scope of services. Using Consultant's labor fee schedule, Consultant shall develop a total cost for Consultant's direct labor. To this Consultant shall itemize all anticipated direct operating expenses, their respective quantities and associated estimated costs, inclusive of mark-up. To this Consultant shall itemize all sub-contracted services and their associated estimated costs, inclusive of mark-up. Consultant shall then total all direct labor expenses, direct operating expenses and sub-contracted expenses to arrive at a total "lump sum" amount for the Work Authorization assignment. Consultant shall receive monthly progress payments based on the percentage of the cost of the Services completed as compared to the total lump sum cost of the project. Should the lump sum cost for a Work Authorization assignment, inclusive of any agreed upon changes in Consultant's cost as a result of project scope changes, be exhausted before Consultant has completed their Services, Consultant shall be obligated to complete the Work Authorization assignment at no additional cost to County. Consultant shall not be required to substantiate expenditures.

5.4 Changes in Project Scope / Changes in Consultants Compensation for Work Authorization Assignments: Should there be any changes in the project scope of any Work Authorization assignment after such Work Authorization has been approved by County and commenced by Consultant, that results in a change (upward or downward) in Consultant's compensation for the project, the change in compensation shall be mutually agreed upon between the Parties and documented through an amendment to the Work Authorization and a change order to the Purchase Order. Any increases in Consultant's project cost that exceed \$25,000.00 will require the approval of County's Board of County Commissioners. All changes in Consultant's project cost for any Work Authorization assignment shall be based on Consultant's labor fee schedule that is in place at the time of the scope change. In the event that Consultant and County are not able to reach an agreement as to what the change in Consultant's project cost should be as a result of the change in the project scope, Consultant will be obligated to proceed with the completion of the Work Authorization assignment, as amended by the changes in scope, in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the Work Authorization assignment.

5.5 Compensation in Excess of \$150,000: If the compensation to be paid to Consultant (whether by time and material, not-to-exceed fixed price, or lump sum) will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Master Agreement:

"The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Master Agreement. It is further agreed that these wage rates and other factual unit costs will be adjusted to exclude any significant sums by which County determines they were increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of any Work Authorization assignment and/or termination of the Master Agreement. For this purpose, the completion of any Work Authorization assignment and/or termination of the Master Agreement is the date of final billing or acceptance of the Services by County, whichever is later."

5.6 County Funds: If sufficient funding is not available for Consultant to complete any Work Authorization assignment, County reserves the right to have the Consultant modify the scope of services for that Work Authorization assignment to reduce the cost to match any available funding. If such modifications to the scope of services are not feasible, or if funding has been totally exhausted prior to Consultant's completion of a Work Authorization assignment, the Work Authorization assignment shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying local, state or federal agencies.

5.7 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other items (excluding sub-contracted services) as authorized by County in connection with any Work Authorization assignment. **Travel, per diem, meals and lodging expenses are not allowable direct operating expenses.** Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

5.8 Final Payment Once a Work Authorization assignment has been completed and Consultant has fulfilled all of the requirements stipulated under such, and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County for the Work Authorization assignment. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

5.9 Lawful Claims and Demands: Should any outstanding claims by suppliers, sub-consultants or sub-contractors who were utilized in the performance of the Services under any Work Authorization assignment materialize after County has made Final Payment to Consultant for the respective Work Authorization assignment, Consultant shall indemnify and save County harmless from such claims. Any payment made by County to Consultant, however final or otherwise, shall not release Consultant, from any obligations under any Work Authorization assignment or this Master Agreement.

5.10 Interest: Interest on amounts ultimately determined to be due to Consultant shall be payable at a rate established pursuant to Section 215.422 of the Florida Statutes from the date the claim arose through the date of decision or judgment, whichever is later.

5.11 Payment of Payment Requests: County will endeavor to make payment of a payment request within twenty (20) business days, but no later than forty (40) business days from the date which a properly received payment request is recorded as received by County, on which Services are completed to the satisfaction of County. If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a corrected and proper payment request, County shall make payment within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County. Provided the payment requests made by Consultant to County are in proper order and County fails to make payment within the time periods specified above, County shall be obligated to pay Consultant interest on the payment request amount, in addition to the amount of the payment request, as stated in Article 5.10. The forgoing requirements for payment of payment requests do not begin until a properly completed invoice is provided to County.

5.12 Progress Payments: Consultant may submit monthly progress payment requests to County for partial completion of Work Authorization assignments. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of its suppliers, sub-consultants or sub-contractors, Consultant shall remit payment for such from the progress payments to those suppliers, sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of any work product which have been completed, or partially completed, as a result of those Services, even if Consultant remains in possession and control of such work product, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Work Authorization assignment or the Master Agreement.

5.13 Purchase Order: A Purchase Order will be issued to Consultant for each Work Authorization assignment for the purpose of facilitating payment of payment requests submitted by Consultant for the Work Authorization assignment. Consultant shall not proceed with the provision of its Services under any Work Authorization assignment without first receiving a Purchase Order.

5.14 Records of Costs: Records of costs incurred under terms of this Master Agreement will be maintained and made available upon request to County at all times during the term of this Master Agreement and for three (3) years after the expiration or termination of the Master Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the records of each Work Authorization assigned to Consultant, together with supporting documents of Consultant, inclusive of records of Consultant's suppliers, sub-consultants and sub-contractors, utilized for the performance of any aspect of any Work Authorization assignment considered necessary by County for a proper audit of Work Authorization assignment costs.

5.15 Resolution of Payment Request Rejections and Disputes: In the event of a dispute between Consultant and County concerning payment of a payment request, such disagreement shall be finally determined by County. Proceedings to resolve the dispute shall be commenced not later than forty-five (45) business days after the date on which the payment request in dispute was recorded as being received by County and shall be concluded by final decision of County not later than sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of Consultant, then interest shall begin to accrue as of the original date the payment became due. In an action brought by Consultant against County to recover amounts in dispute, court costs and reasonable attorney's fees, including fees incurred through any appeal, shall be awarded to the prevailing party.

5.16 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Master Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any Work Authorization assignment and any other agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of a Work Authorization or this Master Agreement, or any other agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

5.17 Sub-contracted Services: Sub-contracted services approved by County shall be reimbursed to Consultant at actual cost plus ten percent (10%) mark-up to cover Consultant's overhead and profit. Reimbursement for the cost of sub-contracted services will require Consultant to provide copies of invoices from the sub-contractors or sub-consultants.

5.18 Submittal of Payment Requests: Requests for the payment of the provision of the Services provided for under any Work Authorization assignment shall be submitted in a timely manner, but no more frequently than once per month. Requests for payment shall be submitted in a format acceptable to County and in sufficient detail to demonstrate compliance with the terms of the Master Agreement and that of the Work Authorization assignment, and to allow for the proper pre-audit and post-audit thereof. Requests for payment must be signed by Consultant's project manager assigned to any Work Authorization assignment. County reserves the right to require **any** information from Consultant that County deems necessary to substantiate claims for remuneration in what ever format County requires. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order and that the Services covered under the payment request have been completed in accordance with the requirements of the Work Authorization and the Master Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy the requirements of the Work Authorization or that of the Master Agreement, County may reject the payment request. The minimum information that Consultant must provide for a payment request for any Work Authorization assignment is as follows (other information may be required by the County Representative requesting Consultant's services):

5.18.1 For all Payment Requests: The invoice must note (1) Master Agreement number, (2) Work Authorization assignment number, (3) Purchase Order number, (4) name of the project, and (5) a narrative summary of the work completed as it relates to the payment request.

5.18.2 For Payment Requests Involving a Time and Material Arrangement: In addition to that required in Article 5.18.1, Consultant shall itemize: (1) labor hours consumed, cost per hour (per Consultant's labor fee schedule), and total cost for the work performed; (2) description of direct operating expenses, individual cost for such (inclusive of mark-up), and total direct operating expenses; (3) description of sub-contracted services utilized, the name of the sub-consultant and/or sub-contractor, individual cost of such (inclusive of mark-up), and total amount of all sub-contracted services; and (4) total of the direct labor, direct operating and sub-contracted services to arrive at a total payment request amount. All direct labor expenses, direct operating expenses and sub-contracted expenses must be substantiated with copies of time sheets, invoices, receipts or other supporting documentation.

5.18.3 For Payment Requests Involving a Not-to-Exceed Fixed Price Arrangement: In addition to that required in Article 5.18.1, Consultant shall itemize for each task involved in the project: (1) labor hours consumed, cost per hour (per Consultant's labor fee schedule), total cost for the work performed, and balance of labor costs remaining; (2) description of direct operating expenses, individual cost for such (inclusive of mark-up), total direct operating expenses, and estimated balance remaining; (3) description of sub-contracted services utilized, the name of the sub-consultant and/or sub-contractor, individual cost of such (inclusive of mark-up), total amount of all sub-contracted services, and the estimated balance remaining; and (4) total of the direct labor,

direct operating and sub-contracted services to arrive at a total payment request amount and total remaining balance. All direct labor expenses, direct operating expenses and sub-contracted expenses must be substantiated with copies of time sheets, invoices, receipts or other supporting documentation.

5.18.4 For Payment Requests Involving a Lump Sum Arrangement: In addition to that required in Article 5.18.1, Consultant shall itemize for each task involved in the project the percentage completed for the task, total project cost of the task (as proposed), total cost of the payment request (based on percentage completed), and balance of project cost remaining. The aforementioned expenses shall include Consultant's direct labor, direct operating and sub-contracted expenses. No separate breakdown of these expenses is required and Consultant is not required to substantiate such expenses.

5.19 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under any Work Authorization assignment and the Master Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1).

6.0 Commencement of Services: Services of Consultant shall commencement upon County's issuance of a Purchase Order and a Notice to Proceed for each Work Authorization assignment.

7.0 Duration of Master Agreement: The Master Agreement shall commence on the date that the Parties have executed the Master Agreement and shall continue for a term of five (5) years, unless terminated earlier in accordance with Article 10.0.

8.0 Indemnification: As a part of the agreement with County and for the same consideration as provided for in the contract, Consultant (the design professional as defined in Florida Statutes 725.08) agrees to indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant brought against County, in the performance of the contract. County shall not indemnify Consultant, or its sub-consultants or sub-contractors, in any contract that County has with other entities, including any contract that County has with a contractor for a construction project for which Consultant provided drawings and specifications.

9.0 Insurance: Consultant shall procure and maintain for the duration of the Master Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, sub-consultants or sub-contractors. Consultant's insurance company shall name County as an additional insured for their General Liability and Automobile Liability policies and shall waive all rights of subrogation against County for their General Liability, Automobile Liability, Worker's Compensation Liability, Professional Liability and/or Errors and Omissions Liability and, if applicable, Pollution Liability policies. Consultant's insurance coverage shall be primary insurance as respects to County's. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-. The requirements contained herein, as well as County's review or acknowledgement, is not intended to, and shall not in any manner limit or qualify, the liabilities and obligations assumed by Consultant under this Master Agreement.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US

Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

POLLUTION LIABILITY

(Only required if Consultant is performing environmental services)

If Consultant is performing any Services that involve below ground exploration or the handling or transportation of hazardous wastes, Consultant shall have in force Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

10.0 Termination of the Master Agreement:

10.1 Termination for Convenience: County, by giving thirty (30) calendar days written notice to Consultant, may terminate the Master Agreement, when County determines in its sole discretion that it is in County's best interest to do so. Should Consultant have any Work Authorization assignment(s) in-progress, County, at its discretion, shall allow Consultant to complete the Work Authorization assignment(s), or cancel the Work Authorization assignment(s). In the event of termination for convenience, County will be responsible for compensating Consultant only for the completed or partially completed Services of any Work Authorization assignment, up to the date of termination. Termination of the Master Agreement for convenience of County shall not entitle Consultant to any loss of anticipated profit under this provision.

10.2 Termination by Consultant for Cause: Consultant may terminate this Master Agreement upon thirty (30) calendar days written notice to County if County demands that Consultant perform Services contrary to Consultant's responsibilities under any Work Authorization assignment or this Master Agreement or in the event of substantial failure by County to perform in accordance with the terms of the Master Agreement through no fault of Consultant. Should Consultant have any Work Authorization assignment(s) in-progress, County shall release Consultant from its obligations under the Work Authorization assignment(s). County will be responsible for compensating Consultant only for the completed or partially completed Services of any Work Authorization assignment, up to the date of termination. Consultant shall have no liability to County on account of such termination. Termination of the Master Agreement by Consultant for cause shall not entitle Consultant to any loss of anticipated profit under this provision.

10.3 Termination by County for Cause: In the event Consultant (1) fails to perform the Services as specified in any Work Authorization assignment, (2) fails to complete a project within the time stipulated in any Work Authorization assignment, (3) provides a work product covered under a Work Authorization assignment(s) that is inadequate, requiring corrections that result in additional cost to County as a result of the fault or negligence of Consultant, (4) fails to honor any term of the Master Agreement or any Work Authorization assignment, or (5) fails to abide by any statutory, regulatory, or licensing requirements, County may terminate the Master Agreement for cause. Except for defaults of its sub-consultants or sub-contractors at any tier, Consultant shall not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence of Consultant. If the failure to perform is caused by the default of a sub-consultant or sub-contractor at any tier, and if the cause of the default is completely beyond the control of both Consultant and its sub-consultants or sub-contractors, and without the fault or negligence of either, Consultant shall not be liable for any excess costs for failure to perform, unless the sub-contracted Services could have been obtained from other sources in sufficient time for Consultant to comply with any Work Authorization assignment(s) or the Master Agreement. Should Consultant have any Work Authorization assignment(s) in-progress, County, at its discretion, shall allow Consultant to complete the Work Authorization assignment(s), or cancel the Work Authorization assignment(s). In the event of termination for cause, County will be responsible for compensating Consultant only for the completed or partially completed Services of any Work Authorization assignment(s), up to the date of the notice of termination. Consultant will be responsible for all expenses incurred by County as a result of the default, including incremental costs associated with the completion of any Work Authorization assignment(s) that Consultant had in-progress that required County to hire another consultant in order to complete such Work Authorization assignment(s) at a cost greater than that originally negotiated with Consultant. Termination of the Services shall not entitle Consultant to any loss of anticipated profit under this provision. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under the Master Agreement. If, after termination, it is determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County.

11.0 Warranties:

11.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its obligations under the Master Agreement. Consultant warrants that neither it, nor any affiliate, is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state agency or the federal government. Consultant shall immediately notify County in writing if its ability to perform is compromised in any manner during the term of the Master Agreement.

11.2 Warranty of Standard Care: In the performance of its Services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable industry standards and principles then prevailing at the time any Work Authorization assignment is issued to Consultant. Changes to industry standards and practices after commencement of any Work Authorization assignment may be the basis for modifications to Consultant's scope of services, time of performance, or compensation provided that Consultant notifies County of said changes. If industry standards and practices conflict with County requirements, Consultant shall notify County, who will determine and document in writing which requirements will apply. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Master Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly correct nonconforming Services. All such corrected Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Master Agreement.

11.3 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Master Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Consultant for any Work Authorization assignment. When title passes to County in accordance with the Master Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

12.0 Miscellaneous:

12.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Master Agreement.

12.2 Assignment: Consultant shall not sell, assign or transfer any of its rights, duties or obligations under the Master Agreement, without the prior written consent of County; provided, Consultant assigns to County any and all claims it has with respect to the Master Agreement under the antitrust laws of the United States and the State of Florida. In the event of any assignment, Consultant remains secondarily liable for performance of the Master Agreement, unless County expressly waives such secondary liability. County may assign the Master Agreement with prior written notice to Consultant of its intent to do so.

12.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant.

12.4 Bid Documents: For Work Authorization assignments that involve a construction project, Consultant will be required to assist County in the development of Bid Documents for solicitation purposes. The Bid Documents for a construction project shall consist of Consultant's documents and County's documents (commonly referred to as "front end documents"). The documents provided by Consultant shall be the drawings and specifications produced by Consultant. All documents provided by Consultant shall be furnished to County in two formats; (1) electronic format utilizing Adobe PDF and (2) hard copy format. Depending upon the size of Consultant's electronically formatted documents, County shall have the option to distribute Consultant's documents to potential bidders by either (1) electronically posting such onto an e-procurement website that it utilizes for the advertisement of its solicitations, or (2) have Consultant sell and distribute hard copies of such to potential bidders. Should County elect to have Consultant sell and distribute hard copies of their provided documents, as well as those provided by County, to potential bidders, the cost imposed upon potential bidders for the combined Bid Documents shall be Consultant's actual cost plus fifteen percent (15%) markup for overhead and profit.

12.5 Compliance with Laws: Consultant affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h) and Section 508 of the Clean Water Act (33 USC 1368).

12.6 Conflict of Interest: Consultant certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master Agreement and that Consultant 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 making of this Master Agreement.

12.7 Convictions: Consultant has fully informed County of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

12.8 Cooperative Purchasing: Pursuant to Consultant's own governing laws, and subject to the agreement of Consultant, other government entities may be permitted to utilize Consultant's services under the terms and conditions contained herein byway of "piggybacking" this Master Agreement. Arrangements between Consultant and other government entities are independent of the Master Agreement between County and Consultant, and County shall not be a party to any arrangements established between Consultant and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Master Agreement. These "special conditions" shall take precedence over the terms and conditions in this Master Agreement unless the conflicting term in this Master Agreement is statutorily required, in which case the term contained in this Master Agreement shall take precedence.

12.9 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification, 4) have not within a three-year period preceding execution of this Master Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

12.10 Discriminatory Vendor: Consultant certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not provide any goods or services to a public entity, may not provide services to a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

12.11 Disposal of Wastes: Should the nature of the Services performed by Consultant under any Work Authorization assignment result in the generation of waste materials, Consultant shall handle such waste materials in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

12.12 Dispute Resolution: For any dispute concerning any aspect of Consultant's Services under the Master Agreement or any Work Authorization assignment, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive, unless fraudulent, or Consultant commences an action in court. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises

out of or relates to the Master Agreement shall be the Circuit Court of the Fifth Judicial District in and for Citrus County, Florida.

12.13 Documentation: All tracings, plans, specifications, maps, computer files, reports, and correspondence prepared or obtained under this Master Agreement and any Work Authorization assignment, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon completion of any Work Authorization assignment, or termination of the Master Agreement without restriction or limitation on their use. Consultant shall not be liable for County's use of such if Consultant did not provide written consent to County to do so. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. The Consultant will be required to retain a copy of these documents for a minimum of three (3) years from the date that the Master Agreement is terminated. All documents, papers, letters, e-mails or other material made or received by Consultant in conjunction with the Master Agreement, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Consultant should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes. Should Consultant refuse to allow such access, County has the unilateral right to cancel the Master Agreement.

12.14 Drug Free Workplace: Consultant certifies that they have in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

12.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving any project site under any Work Authorization assignment.

12.16 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises (if Work Authorization involves a Florida Department of Transportation project), Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

12.17 Force Majeure Event: Consultant shall not be considered in default in the performance of its obligations under this Master Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

12.18 Governing Law and Venue: The Master Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

12.19 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel any Work Authorization assignment that is affected by such at no further expense to County.

12.20 Immigration and Nationalization Act: County will consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Master Agreement, by County, if Consultant knowingly employs unauthorized aliens.

12.21 Inspections: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement and any Work Authorization assignment. Such inspections performed by County, shall not be construed as a final approval of Consultant's Services, and shall not relieve Consultant from their obligations under the Master Agreement or any Work Authorization assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess its resources and ability to perform in accordance with the requirements of the Master Agreement.

12.22 Workforce Labor: County believes that the hiring of employees by consultants who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, the County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Consultant's participation with CLM Workforce Connection is not required as a condition of this Master Agreement, but rather an opportunity for greater support for the community of Citrus County and Consultant in hiring assistance.

12.23 Lobbying: In accordance with Title 49 CFR Part 20, Consultant certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation. Consultant will be required to insert the aforementioned statement in all of their contracts with sub-consultants and sub-contractors, at all tiers, involved in the Services and they shall certify and disclose accordingly.

12.24 Non-Collusion: Consultant being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Consultant intends to do the work with his own bonafide employees or sub-consultants or sub-contractors and has not provided a response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

12.25 Non-Segregated Facilities: Consultant certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Master Agreement. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking). Consultant agrees that they will obtain identical certifications from their sub-consultants and sub-contractors prior to the award of sub-contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause and that they will retain such certifications in their files.

12.26 Project Site Conditions: For each Work Authorization assignment, Consultant shall be deemed to have examined the associated Project Site, if applicable, and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

12.27 Prohibited Interests: Consultant, and its sub-consultants and sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Master Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Consultant or its sub-consultants or sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its sub-consultants and sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant or sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

12.28 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 Master Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Master Agreement. For the breach or violation of this provision, County shall have the right to terminate the Master Agreement without liability and, at its discretion, recover the full amount of such fee, commission, percentage, gift, or consideration from Consultant.

12.29 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services involving any Work Authorization assignment. Consultant will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant employee or sub-contractor employee, or any member of the public, or any damage to any of County's property, that occurs on County property during Consultant's performance of the Services.

12.30 Public Entity Crime: Consultant certifies that they are not subject to Section 287.133(2)(a) which specifies that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services to a public entity, may provide services with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12.31 Relationship: Consultant is an independent contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

12.32 Risk of Loss: Until the Services have been accepted by County for any Work Authorization assignment, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

12.33 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Consultant shall be permitted to release information to third parties if such information; (1) is publicly available through no fault of Consultant, (2) that Consultant developed independently without relying on County's information, or (3) that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Master Agreement.

12.34 Severability: If a court deems any provision of the Master Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.35 Sub-consultants and Sub-contractors: County shall have the right to review and approve any sub-consultant or sub-contractor used by Consultant in the performance of its Services for any Work Authorization assignment. Consultant shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that their sub-consultants sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

12.36 Supervision by Consultant: Consultant shall supervise and direct the performance of their Services, and those of its sub-consultants and sub-contractors, and shall be solely responsible for the means, methods, techniques, sequences, and safety.

12.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

12.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

13.0 Attachments: Exhibit "A" – Consultant's Labor Fee Schedule

14.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Master Agreement is accepted by the Parties as of the date noted below.

**CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Name
Chairman

Date: _____

CONSULTANT

By: _____
Name
Title

Date: _____

Witness: _____

Witness: _____
Print Name

ATTEST:

Citrus County Clerk

Approved as to form for the Reliance of
Citrus County only:

County Attorney

SEAL

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF RESPONDENT: _____

In submitting a Response, Respondent understands, represents, and certifies the following **(if the Respondent cannot so certify to any of following, the Respondent shall submit with its Response a written explanation of why it cannot do so)**. If County finds, before or after Award that Respondent was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Respondent, if damages result to County from such act, in any way what so ever.

Lobbying: In accordance with Title 49 CFR Part 20, Respondent certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation.

Initial _____

Non-Segregated Facilities: Respondent certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause of any awarded Contract. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking).

Initial _____

Public Entity Crime: Respondent certifies that they are not subject to Section 287.133(2)(a) which specifies that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Initial _____

Discriminatory Vendor: Respondent certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial _____

Drug Free Workplace: Respondent certifies that they have a Drug-Free Workplace Program that is in accordance with the Drug-Free Workplace Act of 1988.

Initial _____

Compliance with Laws: Respondent affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h); Section 508 of the Clean Water Act (33 USC 1368); Executive order 11738; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Title VI of the Civil Rights Act of 1968 (42 U.S.C. 3601); Florida Civil Rights Act of 1992; Americans with Disabilities Act of 1990 (42 U.S.C. 12102); Federal Fair Labor Standards Act (29 U.S.C. 201); Age Discrimination Act of 1975 (42 U.S.C. 6101).

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF RESPONDENT: _____

Non-Collusion: Respondent being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Respondent intends to do the work with his own bonafide employees or sub-contractors and will not provide a response for the benefit of another consultant. By signing below, Respondent is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

Initial _____

Conflict of Interest: Respondent certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure an Award of this Contract and that the Respondent has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or other consideration contingent upon or resulting from an Award or making of an Agreement. Furthermore, Respondent certifies that 1) they are submitting only one Response to this Invitation to Response and that they have no financial interest in other entities submitting Responses to this Invitation to Response, 2) they, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for the Services covered under this Invitation to Response, 3) no member of the Respondent's ownership, management or staff has a vested interest in any aspect of or department of County, 4) no member of the Respondent's ownership, management or staff is presently applying for employment with County or actively seeking an elected position with County, and 5) in the event that a conflict of interest is identified during the provision of Services under any Agreement with County, Respondent will immediately notify County of such in writing.

Initial _____

Debarment: Respondent certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency; and (2) have not, within a three-year period preceding this Invitation to Response, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and (4) have not within a three-year period preceding this Invitation to Response had one or more public transactions (Federal, State or local) terminated for cause or default, and (5) will submit a revised Debarment Certification immediately if their status changes and will provide an explanation for the change in status. If Respondent cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Initial _____

Convictions: Respondent has fully informed County of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

Prohibited Interests: Respondent, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Response, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

Equal Employment Opportunity: Respondent shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

Initial _____

Respondent certifies that they comply (or will comply) with the above statements.

Failure to submit this executed statement as part of the Respondent's Response may make their Response nonresponsive and not eligible for award consideration.

The individual signing this form has the legal capacity to sign on behalf of the Respondent

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

NO CHANGES MAY BE MADE TO THIS FORM

HOLD HARMLESS AGREEMENT

As a part of the agreement with the Citrus County Board of County Commissioners and for the same consideration as provided for in the contract, the design professional (as defined in Florida Statutes 725.08) agrees to indemnify and hold harmless the Citrus County Board of County Commissioners, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional brought against the Citrus County Board of County Commissioners, in the performance of the contract.

Citrus County Board of County Commissioners shall not indemnify Consultant, or its sub-consultants or sub-contractors, in any contract that County has with other entities, including any contract that County has with a contractor for a construction project for which Consultant provided drawings and specifications.

Failure to submit this executed statement as part of the Respondent's Response may make their Response nonresponsive and not eligible for award consideration.

The individual signing this form has the legal capacity to sign on behalf of the Respondent

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

NO CHANGES MAY BE MADE TO THIS FORM

ADDENDA ACKNOWLEDGEMENT FORM

By signing below, Respondent acknowledges that.....

- They have received all addenda associated with this Request For Qualifications:

_____ ADDENDUM # 1 _____ ADDENDUM # 2 _____ ADDENDUM # 3 _____ ADDENDUM # 4

- They will or will not allow Cooperative Purchasing ("Piggybacking") if they are awarded a contract.

_____ WILL ALLOW _____ WILL NOT ALLOW

- They have or have not taken any exceptions to any of the terms and conditions noted in the Request for Qualifications, including the Agreement noted therein.

_____ EXCEPTIONS TAKEN _____ NO EXCEPTIONS TAKEN

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 1

NAME OF RESPONDENT: _____

Respondents are to indicate for each Discipline (and for each sub-discipline) by placing a check mark ✓ in the space provided in the appropriate column whether they are capable of performing the professional services **IN-HOUSE** with their own staff **or** will be required to sub-contract such work.

NOTE: For each Discipline (not each sub-discipline) that a Respondent places a check mark that **they can perform the professional services IN-HOUSE**, the Respondent must describe three projects that they have performed for clients in SECTION TWO of their Response to verify their competency for that respective Discipline.

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Civil Engineering		
Site Planning and Design		
Master Drainage Modeling, Planning and Study		
Storm Water Facility Design		
Utility Engineering		
Boundary Surveying & Topographic Mapping		
Boat Ramps and Docks		
Drainage Structures		
Solid Waste Management Planning, Permitting, Design and General Consulting		
Public Works Project Planning		
Land Development Requirements		
Parks, Recreation and Athletic Field Design		
Community Assessment Improvements		
DRI Reviews		
Aerial Photography		
Cartography		
Geodetic Surveying		
Sustainable Design		
Structural Engineering		
Bridge Design and Rehabilitation		
Structural Design		
Concrete Design		
Steel Design		
Foundation and Retaining Structure Design		
Forensic Studies		
Dams		
Soils & Geologic Studies		

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 2

NAME OF RESPONDENT: _____

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Aviation and Airport Engineering		
Airport Improvement Design		
Aviation Services		
Apron & Hangar Design and Development		
Airfield Signage, Lighting & Navigational Aids		
Runway & Taxiway Design		
Security & Access Control		
FAA/FDOT Development Assistance		
Aviation Planning & Master Plan Development		
Aviation Business Plans		
Environmental Assessment		
Airport Fueling		
Grant Funding Application Assistance		
Electrical Engineering		
Automation, Controls, Instrumentation		
Communication Systems		
Computers		
Generators		
Electrical Studies & Design		
Lighting		
Power		
Mechanical Engineering		
Air Pollution Control		
Elevators		
Energy Conservation		
HVAC Systems		
Fire Protection		
Gas Systems		
Plumbing & Piping Design		

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 3

NAME OF RESPONDENT: _____

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Transportation and Traffic Engineering		
Road and Street Design		
Guiderail Design		
Roadway Classification Studies and Determinations		
Roadway Lane and Roadway Segment Length Studies		
Transportation Level-of-Service Studies		
Traffic Modeling and Planning		
Traffic Engineering		
Transportation Impact Analysis		
Transportation Impact Fee Studies		
Comprehensive Plan Traffic Circulation Element		
Access Management		
Turning Movement & Roadway Count Studies		
Intersection Geometrics		
Intermodal Grants		
ROW Acquisition		
Pavement Design		
Concurrency Management & Reviews		
Bicycle and Pedestrian Planning and Design		
Road Safety Audits		
Speed Limit Studies		
Signal Warrant Study, Timing & Design		
Corridor Studies		
Traffic Calming		
Feasibility Studies		
FDOT Assistance		
FDOT – Local Agency Program Projects		
Forensic Studies		
Service Flow Rate Volume Studies		
Grant Funding Application Assistance		

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 4

NAME OF RESPONDENT: _____

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Architecture / Landscape Architecture		
Landscape Architecture		
Architectural Design		
Acoustics / Noise Abatement		
Asbestos Abatement		
Community Facilities		
Public Safety Facilities		
Recreation Facilities		
Building Rehabilitation		
LEED/Green Building		
Construction Management		
Construction Inspection		
Material & Environmental Testing & Analysis		
Subsurface Exploration		
Value Engineering		
Laboratory Services		
Construction Codes		
Quality Control		
Landfill Construction Quality Assurance		
Geosynthetic and In-Situ Compaction Testing		
Construction Cost Estimates		
Planning & Urban Design		
Codes, Standards, Ordinances		
GIS Development and Analysis		
Urban & Master Planning		
Land Use & Zoning		
Geospatial Data Conversion, Scanning, Digitizing		
Parking Lot Design		
Historical Preservation		
Housing		
Community Development		
DRI Reviews		
EAR Reviews		

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 5

NAME OF RESPONDENT: _____

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Planning & Urban Design (Continued)		
Land Development Code Requirements & Updates		
Special Planning Area Studies		
Impact Fee Analysis		
Proportionate Fair Share Analysis		
Grant Funding Application Assistance		
Environmental/Geotechnical Engineering		
Environmental Planning, Studies, Permits		
Environmental Remediation		
Geotechnical Engineering		
Boring Logs		
Water/Soil/Pollution Sampling & Analysis		
Environmental Impact Studies/Assessments		
Hazardous Material Handling/Waste Removal		
Renewable Energy / Energy Efficiency		
NPDES		
Ecological / Historical / Archaeological Studies and Permitting		
Gopher Tortoise Relocation		
Endangered Species Studies and Permitting		
Coastal Engineering		
Lake Evaluation and Restoration		
Hydrogeologic Investigations		
Solid Waste Management Planning, Permitting, Design and General Consulting		
Geosynthetic, Soil / Geocomposite Liner Design		
Explosive Gas Monitoring / Landfill Gas Collection / Remediation		
Regulatory Reporting and Documentation Assistance		
Solid Waste Volume Analysis		
Solid Waste Facility Closure and Post Closure		
Solid Waste Remedial Action Studies and Corrective Action Planning		

PROFESSIONAL SERVICE DISCIPLINES MATRIX

Page 6

DISCIPLINE	PERFORMED IN-HOUSE	SUB-CONTRACTED
Environmental/Geotechnical Engineering (Continued)		
Conservation & Resource Management		
Dredging Studies & Design		
Harbors		
Irrigation		
Mining		
Rivers, Canals, Waterways		
Water / Wastewater Engineering		
Wastewater Collection, Treatment & Disposal		
Hydrology		
Groundwater		
Water Supply, Treatment & Distribution		
Well Design & Permitting		
Lift Station Design		
Hydraulic Modeling		
Capacity Analysis Reporting		
Water Use Permit Support		
Water Balancing Analysis		
Reuse Facilities Planning and Design		
Water/Wastewater Master Planning		
Water Resource Planning and Design		
Telemetry / Instrumentation and Control Planning and Design		
Strategic Planning		
Operations and Maintenance Performance Reporting		
Grant Funding Application Assistance		

Respondent attests that they have accurately indicated above those Professional Service Disciplines that they can perform IN-HOUSE.

Respondent's Name: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Date: _____

CORPORATE SEAL