



REQUEST FOR QUALIFICATIONS

RFQ # 063-10

**Construction Engineering and Inspection Services (CEI)
For Local Agency Program (LAP) Projects**

Response Due Date: February 2, 2011 2:00 PM

January 2, 2011
Citrus County Chronicle

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 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.

"Agreement" means a legal document, executed by County and the Successful Respondents, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Respondents 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.

"Contract Documents" means the Request for Qualifications, Addenda to such, the Agreement, Amendments to such, General Terms and Conditions of the Agreement, Special Terms and Conditions, Respondent's Response (Statement of Qualifications), Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Affidavit/Signature Form, Hold Harmless Agreement, 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 Respondents, 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 County to perform the Services for the Project described in the Contract Documents. The Consultant will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

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

"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.

"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 County.

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

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

"Notice to Proceed" means a written notice issued to the Successful Respondents by County fixing the date on which the Services are to commence and when they are to be completed.

"Public Opening" means a public meeting where 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.

"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 labor of the Successful Respondents, their sub-consultants and sub-contractors and any incidental expenses that are required by the Respondent to execute and complete the Scope of Services as outlined in the Request for Qualifications, including those prescribed or implied.

"Sub-consultant or Sub-contractor" means an entity having a direct contract with Consultant to perform a part of the Services that the Lead Consultant is performing, as outlined in the Contract Documents, under the sole control and direction of the Lead Consultant.

"Successful Respondent" means the Respondent (Lead Consultant) who has been determined to be the most qualified by receiving the highest final evaluation score for whom County selects to negotiate fair, competitive and reasonable compensation and makes an award.

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

INSTRUCTIONS TO RESPONDENTS

Solicitation Overview

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS invites professional engineering consultants who are prequalified by the Florida Department of Transportation (FDOT) to submit a Statement of Qualifications for Construction Engineering material testing and Inspection (CEI) Services for the County's Local Agency Program (LAP) Projects.

The requested CEI Services generally consist of contract administration, inspection, quality control, and acceptance testing. Please refer to the attached Exhibit "A" for the detailed Scope of Services. The proposed Services covered under this Request for Qualifications are **only** for the County's Local Agency Program (LAP) Projects. The County intends to select three prime consultants to perform the required services for all Local Agency Program (LAP) Projects overseen by the County and the Florida Department of Transportation.

Minimum Requirements For Submitting A Response

To submit a Response, Respondents, including their proposed sub-consultants and sub-contractors, must be pre-qualified by the Florida Department of Transportation (FDOT) in the following Workgroup types:

Workgroup	Description
3.1	Minor Highway Design
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
8.1	Control Survey
8.2	Design, Right of Way and Construction Surveying
9.1	Soil Exploration
9.2	Geotechnical Classification Lab Testing
9.3	Highway Materials Testing
9.5	Geotechnical Specialty Lab Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection

Local Agency Program Agreement

The County has entered into Local Agency Program Agreements (LAP) with the FDOT. The FDOT will be overseeing all aspects of these projects to ensure that Citrus County is in compliance with such. The Successful Respondents will be required to participate with and assist the County in meeting all requirements therein.

General

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

Respondents shall carefully study and compare the information and documents presented in this Request for Qualifications with each other, shall examine the site and local conditions, as applicable, and shall report to the Contact Person any errors, inconsistencies or ambiguities discovered.

The County shall not be liable for any costs incurred by a Respondent in preparing or producing its Response or for any Services performed before the Contract is effective.

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

Contact Person

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

Wendy Crawford
Purchasing 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: wendy.crawford@bocc.citrus.fl.us

NOTE: Respondents, or persons acting on their behalf, may not contact any employee or officer of County concerning any aspect of this Request for Qualifications 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	DATE	TIME
Issue Request for Qualifications	January 2, 2011	
Deadline for Questions	January 24, 2011	4:00 PM
Response Due Date	February 2, 2011	2:00 PM
Public Opening of Responses	February 2, 2011	2:15 PM
Evaluation Team Reviews Responses	February 2011	
Oral Presentations or Telephone Interviews (if applicable)	Week of Feb 15th TBD	
Negotiations (subject to change)	February 22, 2011	
Board Approval of Award (subject to change)	March 8, 2011	

Questions

Respondents shall submit all questions about the meaning or intent of the Request for Qualifications to the Contact Person **in written format only, preferably by e-mail**. It will be at 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 January 5, 2011 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 person requiring 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 January 5, 2011 at 2:00 PM to:

Wendy L. Crawford
Citrus County BOCC
3600 W. Sovereign Path – Suite 266
Lecanto, Florida 34461

Responses are required to be submitted by U. S. Mail, Courier Service or Personal Delivery. **Responses submitted via facsimile or e-mail will be rejected.**

Should the Response be delivered in person, they should be delivered to the receptionist desk 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 three (3) bound copies** of their Response.

The outside of the mailing package or envelop must be marked with the following information:

- The words "SEALED RESPONSE ENCLOSED"
- RFQ No. 063-10
- Name of the entity submitting the Response

If the package or envelope is not marked and is opened in error, the Response may be rejected.

Timeliness of Response Submittal

The County assumes no responsibility for a Response received after the due date and time, or at any location other than that specified herein, 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

To aid in the evaluation of the Responses, Respondents shall provide the following information in the format as noted. This information will be used as the foundation for scoring the Responses. Responses are to be submitted on 8½" x 11" size paper, typed (Arial-10 font) and spiral bound or stapled (no ring binders). Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. **Responses are not to exceed twenty (20) pages in length, including appendices, and shall be single sided only.** Excluded from this page length restriction are the following: front and back cover, tab separators, forms that require signature, certificates of insurance, pre-qualification letters from the Florida Department of Transportation, copies of licenses and appendices.

This solicitation is being conducted in accordance with Section 287.055 of the Florida Statutes, commonly known as Consultants Competitive Negotiations Act (CCNA). **Therefore, Responses are NOT to include any reference to compensation.** Any Response that is opened and found to include pricing information will be rejected.

Respondents should use the following outline in organizing the contents of their Response:

Title Page

Letter of Transmittal

Respondents shall provide a letter of transmittal introducing their firm and provide a point of contact and contact information.

Table of Contents for the Following Tabbed Sections:

Tab 1) Experience of the firm and proposed project team with Local Agency Program (LAP) Projects and Process

Respondents are to provide the number of years that their organization has performed the type of Services covered under this Request for Qualifications and examples of similar projects that they have undertaken. From a technical perspective, Respondents are to explain why their organization should be selected to perform the Services and how their organization can add value to County (i.e., can perform all services in-house, extensive highway construction experience, strong working knowledge of Local Agency Programs (LAP) with the Florida Department of Transportation, and experience with Federal-Aid construction projects and reporting requirements). Include examples of providing similar services to other entities. Project experience and services that were **not** Local Agency Programs (LAP) projects shall not be included or considered.

Respondents, as well as their sub-consultants and sub-contractors, are to be pre-qualified by the Florida Department of Transportation, as noted in the Scope of Services section of this Request for Qualifications. Therefore, Respondents are to submit a copy of their pre-qualification letter from the Florida Department of Transportation, as well as that of their sub-consultants and sub-contractors.

If sub-consultants and sub-contractors are proposed to be utilized for any portion of the Services outlined in this Request for Qualifications, the Respondent is to provide the same information about them as noted above.

Respondents are to provide an organizational chart showing the relationship between them, their proposed sub-consultants and sub-contractors and County.

Respondents are to provide three (3) references, for which they have provided services similar to those outlined in this Request for Qualifications over the past five (5) years. References should include the client name, address, contact person, phone number, e-mail address, and a description of Services provided. The County may or may not contact references as part of their evaluation of Respondent's qualifications.

Tab 2) Understanding of the Scope of Services

Respondents are to provide their understanding of the Scope of Services noted in this Request for Qualifications and examples of projects that they have performed that correlate to such.

Tab 3) Awareness of and Approach to Key Project Issues

From the perspective of past experiences, Respondents are to outline key project issues associated with Federal-Aid highway construction projects from a construction administration perspective and "lessons learned" from such experiences.

Respondents are to explain their intended approach at performing the Services and resulting work product. Respondents are to provide the rationale behind their approach, any concerns in completing the Services, and methods of resolving such concerns. Respondents are to describe any similar approaches implemented and or managed for other government clients and describe what assistance will be required from County.

Tab 4) Proposed Staffing Plan

Respondents are to identify the individuals that will be assigned to provide the Services outlined in the Request for Qualifications and briefly explain why they have selected these individuals. Include resumes of each individual, including CTQP's, as applicable (no more than two pages). Include a list of Local Agency Program (LAP) projects **only** construction projects that these individuals have worked on, or are currently working on. Include copies of their professional license and/or certifications.

Respondents are to indicate who will be the lead person assigned to manage the Services covered under this Request for Qualifications and provide the same information about this individual as noted above.

If sub-consultants and sub-contractors are proposed to be utilized for any portion of the Services outlined in this Request for Qualifications, the Respondent is to provide the same information about their key employees proposed to be assigned.

Tab 5) Familiarity with the Florida Department of Transportation's Local Agency Program (LAP), Federal-Aid construction projects and associated reporting requirements, and Citrus County's construction standards, document processing and infrastructure systems and standards

Respondents are to provide examples of construction projects that they worked on that 1) were governed by the Florida Department of Transportation's Local Agency Program, 2) were funded through Federal-Aid grants, and 3) were performed for Citrus County.

Tab 6) Financial Information / Litigation / Discipline Actions

Respondents are to advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending. Please note that County may require more detailed financial information from the top ranked Respondent as part of its evaluation process.

Respondents are to provide a list of any past, pending or present litigation or disputes that they currently have or had with other clients within the last five years. If they have, they are to provide an explanation as to the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

Respondents are to advise whether their company or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years. If Respondent has, they are to provide an explanation as to the nature of the reprimand or suspension and the reason for such.

Respondents are to advise whether their company or any member of their firm, has been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years. If Respondent has, they are to provide an explanation as to the nature of the default, termination or removal and the reason for such.

Tab 7) Special Condition Requirements

Respondents are to state any special conditions, variances or exceptions that they are taking concerning this Request for Qualifications, as well as the Agreement and Terms and Conditions noted therein, and state the nature or reason for such.

Tab 8) Other Forms, Documents and Information

Respondents are to submit (1) an executed Affidavit / Signature Form, (2) an executed Hold Harmless Agreement, (3) an executed **and notarized** Respondent's Representation and Certification Form, (4) an executed DBE Participation Statement, (5) a copy of their Certificate of Insurance, and (6) a copy of their FDOT Pre-Qualification Letter (as well as that of their proposed sub-consultants and sub-contractors). If any Respondent is "teaming up" with other consultants, only the "Lead" consultant who will be entering into an agreement with County for the Services outlined in this Request for Qualifications is to execute the aforementioned documents. All required forms shall either have the company corporate seal affixed **or** a letter stating who has authority to sign for and bind the company.

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Evaluation Criteria and Selection Process

No.	Evaluation Criteria	Weight of Importance (Score)
1	Experience of the firm and proposed project team	20
2	Understanding of the Scope of Services	20
3	Awareness of and approach to key project issues	20
4	Proposed staffing plan	25
5	Familiarity with the Florida Department of Transportation's Local Agency Program (LAP), Federal-Aid construction projects and associated reporting requirements, and Citrus County's construction standards, document processing and infrastructure systems and standards	10
6	Financial Information / Litigation / Discipline Actions / Special Condition Requirements	5
	Total Points Possible for Written Response Evaluation (Criteria 1-6)	100
	Total Points Possible for Oral or Telephone Interview Evaluation (if applicable)	20

The evaluation of the Responses will be performed by an Evaluation Team and will be based on the evaluation criteria noted in the above table. Each evaluation criteria is assigned a weight based upon the importance of the criteria.

The Evaluation Team members will evaluate each Respondent's written Response and assign a score for each evaluation criteria. The score can be zero to the maximum value, as noted in the table above.

The scores given by all Evaluation Team members for each evaluation criteria will then be averaged to arrive at a single evaluation criteria score for each Respondent.

The scores for all evaluation criteria for each Respondent will be summed. If a Respondent was given a perfect score, that Respondent would receive a total score of 100, as noted in the table above.

Should there be a tie between any one Respondent, the Respondent with the highest average score for the evaluation criteria titled "*Proposed Staffing Plan*" shall be ranked higher.

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

It is the intent of County to select the firm with who to commence negotiations with from the evaluation of the written responses, as noted above. However, County may, at its discretion, require five or more of the highest ranked Respondents to participate in telephone interviews (conference call) with the Evaluation Team members or make an oral presentation to the Evaluation Team members to provide an opportunity for the Respondents to clarify their qualifications, approach to the project, and ability to furnish the required services.

If telephone interviews or oral presentations are conducted, that portion of the evaluation process shall be a separate evaluation from the evaluation of the written responses. In arriving at the "final" ranking of the Respondents selected for telephone interviews or oral presentations, the scores developed from the evaluation of the written Responses shall be discarded and only the scores for the telephone interviews or oral presentations shall be utilized in determining the final ranking of the Respondents.

Each Respondent who does a telephone interview or makes an oral presentation will be evaluated and assigned a score of zero (0) to twenty (20), as noted in the table above. The scores given by all Evaluation Team members for each Respondent will then be averaged to arrive at a single score for the telephone interview or oral presentation. Base on the final score for the telephone interview or oral presentation, Respondents will once again be ranked highest (favorable) to lowest (unfavorable).

The Final decision of the Evaluation Team as to their selection of the Respondent for contract negotiations will be based on the highest ranking written Response score; **or** the highest ranking telephone interview or oral presentation score, if the Evaluation Team elected to have telephone interviews or oral presentations.

If negotiations are not successful with the highest ranking Respondent, negotiations will be terminated and the next highest ranking respondent will be invited to commence negotiations. This process will continue until successful negotiations are achieved with one Respondent or until all remaining ranked Respondents have been exhausted.

If telephone interviews or oral presentations were conducted and if negotiations are not successful with any of the highest ranked Respondents who were involved in telephone interviews or oral presentations, at the discretion of County, if there are Respondents remaining who were not invited to participate in telephone interviews or oral presentations, those Respondents may be invited participate in telephone interviews or oral presentations and negotiations will be commenced with the highest scoring Respondent, as described above. Additionally, at the discretion of County, County may elect not to pursue this avenue and abandon the solicitation entirely.

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 County to do so. In the event a Response is rejected or otherwise does not result in a contract award, 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 Services

The services of the selected Respondent are for Local Agency Program (LAP) projects only. If award is made, a separate Agreement will be entered into with the selected Respondent for each LAP project.

Additional Terms and Conditions / Variances / Exceptions

Respondents must clearly stipulate in their Response any additional terms and conditions, variances or exceptions that they are taking to the Request for Qualification documents, including the General Terms and Conditions and 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 County.

Affidavit / Signature Form

Respondents are to complete and execute the Affidavit / Signature Form and include such with their Response. If this document is not submitted, the Response may be rejected. The signature must be made in **BLUE** ink.

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 must be made in **BLUE** ink.

Respondent's Representation and Certification Form

Respondents are required to submit with their Response an executed Respondent's Representation and Authorization Form. If this document is not submitted, the Response may be rejected. The signature must be made in **BLUE** ink. This Form MUST be notarized.

Licenses and Certifications

Respondents are required to submit with their Response copies of licenses and certifications of their employees and the employees of their sub-consultants and sub-contractors. If these documents are not submitted, the Response may be rejected.

Disadvantaged Business Enterprise (DBE)

Under the Florida Department of Transportation's DBE Program, the County has committed itself to a **Disadvantaged Business Enterprise (DBE) goal of 9.54 percent**. The Successful Respondents will be required to endeavor to assist County in meeting this goal as part of the performance of their services. Respondents are to complete the DBE Participation Statement included with this Request for Qualifications and submit such with their Response.

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ADDITIONAL INFORMATION

Signing of the Agreement

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

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 and Project Site

It is the responsibility of each Respondent to (a) examine the solicitation documents thoroughly, (b) if applicable, visit the project site to become familiar with local conditions that may affect cost, progress, or performance of the Services, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work, (d) study and carefully correlate Respondent's observations with the solicitation documents, and (e) 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 County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Respondent deems necessary to develop their Response for performing the Services 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; (a) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (b) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (c) 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 cancellation of the Award.

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 Affidavit / Signature Form. In the event any Respondent fails to acknowledge receipt of such 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.

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.

Sub-consultants and Sub-contractors

If Respondents are proposing to utilize sub-consultants or sub-contractors to perform any aspect of the Services outlined in this Request for Qualifications, they are required to provide as much information about the sub-consultant or sub-contractor as they are required to provide about themselves, including what Services will be performed. No changes to the list of sub-consultants and sub-contractors can be made after the Response submittal due date and time without prior written approval by County.

No more than fifty percent (50%) of the Services can be performed by sub-consultants and/or sub-contractors.

All sub-consultants and sub-contractors proposed by a Respondent for the performance of the Services covered under this Request for Qualifications are subject to County approval. The County reserves the right to reject any proposed sub-consultant or sub-contractor listed by a Respondent 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 Response to this Request for Qualifications.

If requested by County, Respondents 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 County for evaluating the qualifications and experience of the proposed sub-consultant or sub-contractor.

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 are listed.

If, after due investigation, and prior to giving Notice of Intent to Award to the Successful Respondents, County has reasonable objection to any proposed sub-consultant or sub-contractor, County may request the Successful Respondents to submit an acceptable substitute. If the Successful Respondents declines to make any such substitution, County may rescind its Notice of Intent to Award and commence negotiations with the next highest ranking Respondent.

Less Than Two Responses Received

If less than two Responses are received, County may negotiate the best terms, conditions and fees with that Respondent, or reject the Response and re-solicit the Services.

Rights of 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 (a) in violation of any of the issues listed in the section titled "Respondent's Representation and Authorization" of this Request for Qualifications, or (b) 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 (c) 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 (a) cancel this Request for Qualifications, (b) reject any or all Responses, (c) waive any or all irregularities in the Responses, (d) modify the Scope of the Services, or (e) 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, County shall consider (a) the qualifications of Respondents, (b) whether or not the Responses comply with the prescribed requirements, (c) such alternate and other data, as may be requested in the Request for Qualifications, (d) the qualifications and experience of the Respondent's proposed sub-consultant and sub-contractors, and (e) 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 may result in rejection of the Response.

County shall issue a written Notice of Intent to Award, if any, to the Successful Respondents, however, no contract shall be formed between the Successful Respondents and County until County signs the Agreements.

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 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 and sub-contractors who are currently involved in a contract with 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 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 County. The County also reserves the right to request additional information regarding such a request.

Should there be a potentially irresolvable conflict; 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 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-consultant or sub-contractors, shall not enter into any contract with 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.

Documentation Becomes the Property of County

All documentation submitted in response to this Request for Qualifications shall become the exclusive property of 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 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, 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 County's requirements. Should 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, County has the right to reject their Response and not make an award.

Financial Strength

Prior to award of a contract, County reserves the right to request financial information from the Successful Respondents to assist 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, 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 Respondents, however, no contract shall be formed between Successful Respondents and County until County signs the contractual Agreements.

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 Respondents 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 Respondents will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Respondents 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 Respondents 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: Cathy Taylor, 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 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 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, State or Federal 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.

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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 Respondents ("Consultant") shall have ten (10) business days to provide 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 or sub-consultant or sub-contractors. The coverage's, limits or endorsements required herein protect the primary interests of 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 Consultant against any loss exposures, whether as a result of the Project or otherwise. 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 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 Consultant; products and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

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

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 Consultant; products and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

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

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 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. 063-10 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, 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 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 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-consultant or 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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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. If award is made to Respondent, Respondent 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.

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). Respondent agrees that should they be awarded a contract, they will obtain identical certifications from proposed 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.

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.

Based on information and belief of the Respondent, the statement marked below is true. (Please indicate which statement applies.)

_____ The Respondent, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Respondent's business, nor any affiliate of the Respondent were charged with and convicted of a public entity crime after July 1, 1989.

_____ The Respondent, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Respondent's business, or any affiliate of the Respondent was charged with and convicted of a public entity crime after July 1, 1989.

_____ The Respondent, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Respondent's business, or any affiliate of the Respondent was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the Respondent on the convicted vendor list. (Attach a copy of the final order.)

Initial _____

Buy America: Respondent agrees to comply with applicable Buy America requirements in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661.

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF RESPONDENT: _____

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 Request for Qualifications and that they have no financial interest in other entities submitting Responses to this Request for Qualifications, 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 Request for Qualifications, 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 _____

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 _____

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 49 CFR Part 21 – Nondiscrimination in federally-assisted programs; 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 _____

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 Request for Qualifications, 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 Request for Qualifications 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 _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

NAME OF RESPONDENT: _____

Prohibited Interests: Respondent, 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 Request for Qualifications, 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-consultants and sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, 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."

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 _____

Drug Free Workplace: Respondent certifies that in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706), they do the following as part of their Drug-Free Workplace Program (Respondent to indicate "yes" or "no" for each item):

- _____ 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- _____ 2) Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, availability drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- _____ 3) Give each employee engaged in providing the commodities or services that are covered under this solicitation a copy of the statement specified in item number 1.
- _____ 4) In the statement specified in item number 1 (notify employees), that as a condition of employment, the employee will: a) comply by the terms of the statement, and b) will notify the employer in writing of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- _____ 5) It is policy to take one of the following actions within 30 calendar days of receiving a notice under item number 4-b with respect to any employee who is so convicted to: a) take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or b) require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- _____ 6) Make good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

Initial _____

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 _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 4)

NAME OF RESPONDENT: _____

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.

Respondent shall furnish pertinent information regarding their own employment policies and practices as well as those of their proposed sub-consultants and sub-contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require.

The above shall be required of any sub-consultant or sub-contractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Respondent. Sub-contracts entered into by Respondent shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant or sub-contractor.

Additionally, Respondent shall insert in each of their sub-contracts a clause requiring their sub-consultants and sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants or sub-contractors is NOT allowed.

During the performance of any Agreement awarded to Respondent, Respondent agrees as follows:

1. Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Respondent will, in all solicitations or advertisements for employees placed by or on behalf of Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Respondent's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Respondent will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Respondent will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Respondent's noncompliance with the nondiscrimination clauses of any Agreement with County or with any of such rules, regulations, or orders, the Agreement may be cancelled, terminated or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Respondent will include the provisions of paragraphs (1) through (6) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant, sub-contractor or vendor. Respondent will take such action with respect to any sub-contract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event Respondent becomes involved in, or is threatened with, litigation with a sub-consultant, sub-contractor or vendor as a result of such direction, Respondent may request the United States to enter into such litigation to protect the interests of the United States.

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 5)

Respondent shall file, and shall cause each of their sub-consultants and sub-contractors to file, Compliance Reports with County or the Secretary of Labor, as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of Respondent and each sub-consultant and sub-contractor, and shall be in such form, as prescribed by the Secretary of Labor.

Respondent shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of Response:

1. Respondent has _____ has not _____ developed and has on file at each of their establishments an Affirmative Action Program pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. Respondent has _____ has not _____ participated in previous contracts or sub-contracts subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, as amended.
3. If Respondent has participated in previous contracts subject to the Equal Opportunity Clause, they have _____ have not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. If Respondent has participated in previous contracts subject to the Equal Opportunity Clause, they have _____ have not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed sub-contractors were obtained prior to award of sub-contracts.
5. Respondent does _____ does not _____ employ fifty (50) or more employees.

Initial _____

Respondent certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Buy America, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity, as noted on pages one through five.

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

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

Subscribed and sworn to before me this the _____ day of _____, 20____. Signature of Notary Public of

_____, County, State of _____. My Commission

expires: _____

NOTARY SEAL

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 and sub-contractors, in any contract that Citrus County Board of County Commissioners has with other entities.

Failure to submit this executed statement will make the Respondent's Response nonresponsive.

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

DBE PARTICIPATION STATEMENT

Respondent is _____ or is not _____ a Florida Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Respondent shall ensure that in any sub-contract entered into pursuant to performing the Services covered under this Request for Qualifications, Disadvantaged Business Enterprises will be afforded full opportunity to compete for and perform sub-contracts in support of the Services. Respondent shall not discriminate against any sub-consultant or sub-contractor or supplier on the grounds of race, color, gender, religion, age, disability, age, disability, marital status or national origin.

Citrus County has obligated itself to a DBE Goal of 9.54% under the Florida Department of Transportation DBE Program. Respondent certifies that they will endeavor achieve to the following DBE Utilization Goal (please check the appropriate space):

_____ Respondent is committed to a minimum of 9.54% DBE utilization.

_____ Respondent, if unable to meet the DBE goal of 9.54%, is committed to a minimum of _____ % DBE utilization and submits documentation with this form demonstrating good faith efforts.

Failure to submit this executed statement will make the Respondent's Response nonresponsive.

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

AFFIDAVIT / SIGNATURE FORM

By signing below, Respondent agrees.....

- that their submission of a Response to this Request For Qualifications shall be considered a representation that they have carefully investigated all conditions that may affect the performance of the Services covered by the Request For Qualifications and that they are familiar with what is required to perform the Services, and
- that their Response was made without prior understanding, agreement or connection with any corporation, firm or person also submitting a Response in response to this Request for Qualifications and is in all respects fair and without collusion of fraud, and
- that they are not subject to Florida Statutes Section 287.133(2)(a), and
- that they have fully informed County in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and
- that the contents of their Response in response to this Request for Qualifications shall become a contractual obligation if an award is made to your firm, and
- that the individual signing this form, and all other signatory documents outlined in the Request for Qualifications, has the legal capacity to sign on behalf of the Respondent, and
- that they have received all addenda associated with this Request For Qualifications:

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

ANY EXCEPTIONS TAKEN TO THE REQUEST FOR QUALIFICATIONS? ____ YES ____ NO

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

AGREEMENT

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

WHEREAS, County desires to engage a consulting firm to provide Construction Engineering Material Testing and Inspection Services for County's Local Agency Program (LAP) Projects (hereinafter referred to as "Services"); and

WHEREAS, Consultant desires to provide such Services; and

WHEREAS, County has followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, SS287.055, Florida Statutes; and

WHEREAS, County has received funding for the Projects under the Florida Department of Transportation, Local Agency Program (LAP), whereby Consultant agrees to ensure County's compliance with the requirements of such, as it applies to their Services; and

WHEREAS, County has entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation, whereby Consultant agrees to ensure County's compliance with the requirements of such, as it applies to their Services; 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

Walt Eastmond
Project Manager
Department of Public Works
Division of Engineering
Citrus County Board of County Commissioners
3600 W. Sovereign Path – Suite 241
Lecanto, Florida 34461
Phone: (352) 527-5446
Fax: (352) 527-5476
E-mail: walt.eastmond@bocc.citrus.fl.us

Consultant

Notices: All notices between County and Consultant, as required under the Agreement, shall be in writing and delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the respective Designated Representative identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

2.0 Entire Agreement: This Agreement, associated documents noted below and its attachments, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "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 Addendum (later executed Addenda taking precedence over earlier dated Addenda), 2) provisions of this Agreement, 3) provisions of the Purchase Order issued 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.

3.0 Modification of Agreement: The 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 Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the 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 or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.0 Agreement Documents: Consultant has received the following documents which shall become a part of this Agreement:

- 4.1** Any Amendments to this Agreement
- 4.2** Request for Qualifications No. 063-10, titled "Construction Engineering Material Testing and Inspection Services for Local Agency Program (LAP) Projects", dated January 2, 2011
- 4.3** Addendum No. X to the Request for Qualifications No. 063-10, dated XXXXXX
- 4.4** Consultant's Response to Request for Qualifications No. 063-10, dated XXXXXX

5.0 Services:

5.1 Services Provided by Consultant: Consultant shall provide, or cause to provide, Construction Engineering material testing and Inspection Services for County's Local Agency Program (LAP) Projects. The Services generally consist of contract administration, inspection, quality control and/or acceptance testing in accordance with the Scope of Services, attached to this

Agreement as Exhibit "A". All services will be performed by Consultant to the satisfaction of the Contact Person who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual written agreement between the Parties through an amendment to the Agreement.

5.2 Additional Instructions: Consultant may be furnished additional written instructions by County, as necessary to carry out the Services required by the Contract Documents. The additional instructions supplied will become a part of the Contract Documents and Consultant shall carry out the Services in accordance with the additional instructions.

5.3 Changes in the Services: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement.

5.4 Correction of Work: Consultant shall promptly re-execute Services rejected by County for failure to comply with the Contract Documents without additional expense to County. If Consultant does not take action to re-execute rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

5.5 Drawings and Specifications Provided by County: The Consultant shall rely upon the accuracy and completeness of the drawings and specifications provided to Consultant by County 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 Agreement.

5.6 Employees, Sub-consultants, Sub-contractors and Agents: All Consultant employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of certification 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, 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 approval shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, sub-consultants, sub-contractors, or agents. 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.

5.7 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term 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 provision of the Services covered under the 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 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 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 award of the Agreement, but should County elect to do so; Consultant is not relieved from fulfilling all Agreement requirements.

5.8 Progress Schedules: Consultant agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of County, or of other agencies interested in the project on behalf of the County. Either party to the Agreement may request and be granted a conference.

5.9 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.

6.0 Compensation:

6.1 Compensation to Consultant: Compensation to be paid to Consultant for the provision of the Services under the Agreement shall be in accordance with Consultant's task and fee schedule as shown in Exhibit "B", attached to this Agreement. If County identifies, or Consultant recommends any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

6.2 Changes in Contract Price: Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such

through an amendment to the Agreement. In the event that Consultant and County are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work 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 supplemental work.

6.3 Compensation in Excess of \$150,000: If the compensation to be paid to Consultant, whether by lump-sum or cost-plus-a-fixed-fee, 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 Agreement:

"The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

6.4 County Funds: If funding is not available for Consultant's Services, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. 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.

6.5 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Agreement, and provided there are no outstanding disputes or claims or demands between County and Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

6.6 Lawful Claims and Demands: Should any outstanding claims by sub-consultants or sub-contractors who were utilized in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Consultant, or their sureties, from any obligations under the Agreement.

6.7 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.

6.8 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. The forgoing requirements for payment of payment requests do not begin until a properly completed invoice is provided to County.

6.9 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of its sub-consultants or sub-contractors, Consultant shall remit payment for such from the progress payments to those 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 those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement.

6.10 Purchase Order: Although an Agreement will be executed by County and Consultant, a Purchase Order will also be issued to Consultant for the purpose of facilitating payment of payment requests submitted by Consultant.

6.11 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. 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 project records, together with supporting documents and records, of Consultant, their sub-consultants and sub-contractors, performing work on the project, and all other records of Consultant, their sub-consultants and sub-contractors considered necessary by County for a proper audit of project costs.

6.12 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.

6.13 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 Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on 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 this 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.

6.14 Submittal of Payment Requests: Requests for the payment of the provision of the Services provided under the Agreement shall be submitted 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 Agreement and allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061 of the Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration, including information required by federal and state agencies in what ever format requested by such agencies. 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 Agreement requirements. 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 Agreement requirements, County may reject the payment request. When Consultant receives from County any payment for Services covered under the Agreement, Consultant shall pay such moneys received to each sub-consultant or sub-contractor in proportion to the percentage of the Services completed by each sub-consultant or sub-contractor at the time of receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse funds received on a pro rata basis to its sub-consultants or sub-contractors, each receiving a prorated portion based on the amount due on the payment.

6.15 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 the 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). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

7.0 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.

8.0 Duration of Agreement: The Agreement shall commence on the date that the Parties have executed the Agreement and shall continue for a term of five (5) years, unless terminated earlier in accordance with Article 11.0.

9.0 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.

10.0 Insurance: Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, its agents, representatives, employees or subcontractors. **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 and Professional Liability and/or Errors and Omissions Liability policies. Consultant's insurance coverage shall be primary insurance as respects to County's.** 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 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.

11.0 Suspension and Termination:

11.1 Suspension of the Provision of the Services: County may, in its sole discretion, suspend any or all provision of the Services covered under the Agreement, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of 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. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. If County issues notice to resume the provision of the 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 the Services shall not entitle Consultant to any loss of anticipated profit under this provision.

11.2 Termination for Convenience: County, by giving thirty (30) calendar days written notice to Consultant, may terminate the Agreement, in whole or in part, when County determines in its sole discretion that it is in County's interest to do so. Upon receiving a notice of termination, Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Consultant only for the completed or partially completed Services up to the date of termination. If County issues a notice to resume the provision of the Services, Consultant will be allowed a mutually agreed upon increase in price or extension of time, or both, that is directly attributable to the termination. Termination of the provision of the Services shall not entitle Consultant to any loss of anticipated profit under this provision.

11.3 Termination by Consultant for Cause: Consultant may terminate this Agreement upon thirty (30) calendar days written notice if (1) County demands that Consultant perform Services contrary to Consultant's responsibilities, (2) if Consultant's Services are delayed or suspended for more than ninety (90) calendar days for reasons beyond Consultant's control, or (3) in the event of substantial failure by County to perform in accordance with the terms hereof through no fault of Consultant. County will be responsible for compensating Consultant only for the completed or partially completed Services up to the date of termination. Consultant shall have no liability to County on account of such termination.

11.4 Termination By County for Cause: In the event (1) Consultant fails to provide the Services as specified in the Agreement, (2) Consultant fails to maintain adequate progress, thus endangering the timely completion of any construction project, (3) Consultant fails to make and submit all reports, records and any other information, in any format, as required by County or any federal and state agency, (4) Consultant, or any employee or agent of Consultant, is convicted for any crime arising out of or in conjunction with any of the Services performed by Consultant for or on behalf of County, (5) Consultant fails to honor any term of the Agreement, or (6) Consultant fails to abide by any statutory, regulatory, or licensing requirement, County may terminate the Agreement for cause by first notifying Consultant in writing, specifying the nature of the default. Consultant shall have ten (10) business days to cure such default. If after the ten-day notice, Consultant has not cured the default, termination shall become final. 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 the Agreement 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 were obtainable from other sources in sufficient time for Consultant to meet the required delivery schedule. 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. In the event of termination for cause, County will be responsible for compensating Consultant only for the completed or partially completed Services up to the date of suspension, less any expenses incurred by County as a result of the default. 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 Agreement.

12.0 Warranties:

12.1 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 Agreement obligations. 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 Agreement.

12.2 Warranty of Standard Care: In the performance of professional 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 engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this 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 re-perform the nonconforming Services. All such re-performed 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 Agreement

12.3 Warranty of Title: Title to any work product furnished by Consultant under the 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. When title passes to County in accordance with the 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.

13.0 Local Agency Program Agreement: County has entered into a Local Agency Program Agreement (LAP) with the Florida Department of Transportation for the project. The Florida Department of Transportation will be overseeing all aspects of the project to ensure that County is in compliance with such. Consultant will be required to assist County in meeting all requirements therein.

14.0 Disadvantaged Business Enterprise (DBE): Under the Florida Department of Transportation's DBE Program, County has committed itself to a Disadvantaged Business Enterprise (DBE) goal of **9.54 percent**. Consultant will be required to endeavor to assist County in meeting this goal as part of the performance of their services. Consultant certifies that they shall ensure that in any sub-contract entered into pursuant to this Agreement, Disadvantaged Business Enterprises will be afforded full opportunity to compete for and perform sub-contracts in support of the Services provided. Consultant shall not discriminate against any sub-consultant, sub-contractor or supplier on the grounds of race, color, gender, religion, age, disability, age, disability, marital status or national origin.

15.0 Miscellaneous:

15.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the 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 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 Agreement.

15.2 Assignment: Consultant shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement, without the prior written consent of County; provided, Consultant assigns to County any and all claims it has with respect to the 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 contract, unless County expressly waives such secondary liability. County may assign the Agreement with prior written notice to Consultant of its intent to do so.

15.3 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 or any of its sub-consultants or sub-contractors.

15.4 Buy America: Consultant agrees to comply with applicable Buy America requirements in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661.

15.5 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)); 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 49 CFR Part 21 – Nondiscrimination in federally-assisted programs; 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).

15.6 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 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 Agreement.

15.7 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.

15.8 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 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 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.

15.9 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.

15.10 Disposal of Wastes: Consultant shall handle any waste materials generated in the performance of the Services 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.

15.11 Dispute Resolution: For any dispute concerning performance of the Agreement, 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 Agreement shall be the Circuit Court of the Fifth Judicial District in and for Citrus County, Florida.

15.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such Services and/or upon completion or termination of this Agreement. 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 Agreement. The Department will have the right to visit the site for inspection of the work and the products of Consultant at any time. 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 five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Consultant in conjunction with the 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 Agreement.

15.13 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).

15.14 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 the Project Site.

15.15 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, 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.

Consultant shall furnish pertinent information regarding their own employment policies and practices as well as those of their proposed sub-consultants and sub-contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require.

The above shall be required of any sub-consultant or sub-contractor hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant or sub-contractor.

Additionally, Consultant shall insert in each of their sub-contracts a clause requiring their sub-consultants and sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants or sub-contractors is NOT allowed.

During the performance of any Agreement awarded to Consultant, Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Consultant will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Consultant's noncompliance with the nondiscrimination clauses of any Agreement with County or with any of such rules, regulations, or orders, the Agreement may be cancelled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Consultant will include the provisions of paragraphs (1) through (6) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant, sub-contractor or vendor. Consultant will take such action with respect to any sub-contract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a sub-consultant, sub-contractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15.16 Force Majeure, Notice of Delay, and No Damages for Delay: Consultant shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Consultant or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes or other similar cause wholly beyond Consultant's control, or for any of the foregoing that affect sub-consultants or sub-contractors if no alternate source of supply is available to Consultant. In case of any delay Consultant believes is excusable, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either (a) within ten (10) days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result, or (b) if delay is not reasonably foreseeable, within five (5) days after the date Consultant first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the fees or payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

15.17 Governing Law and Venue: The 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 Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

15.18 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 the Agreement at no further expense to County.

15.19 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 Agreement, by County, if Consultant knowingly employs unauthorized aliens.

15.20 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.

15.21 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.

15.22 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 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.

15.23 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 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."

15.24 Prohibition Against Contingent Fees: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that 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 Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, recover the full amount of such fee, commission, percentage, gift, or consideration from Consultant.

15.25 Project Site Conditions: Consultant shall be deemed to have examined the Project Site and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

15.26 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. 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 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 the performance of the Services.

15.27 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.

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

15.29 Right to Require Performance: The failure of County at any time to require performance of Consultant of any provision of the Agreement shall in no way affect the right of County thereafter to enforce the same.

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

15.31 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of five (5) years from the expiration of termination of the Agreement.

15.32 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the 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 Agreement.

15.33 Severability: If a court deems any provision of the 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.

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

15.35 Waiver: The delay or failure by County to exercise or enforce any of its rights under this 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.

16.0 Attachments: Exhibit "A" – Scope of Services
Exhibit "B" – Consultant's Fee Schedule

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

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

**CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSULTANT

By: _____
Dennis Damato
Chairman

By: _____
Name
Title

Date: _____

Date: _____

Witness: _____

Witness: _____
Print Name

ATTEST:

SEAL

Citrus County Clerk

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

Richard Wm Wesch
County Attorney

EXHIBIT "A" TO AGREEMENT

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This Scope of Services describes and defines the Construction Engineering, Material Testing and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for County's Local Agency Program (LAP) Projects.

For the Consultant and their sub-consultants and sub-contractors to provide the Services outlined in this Scope of Services, they must be pre-qualified by the Florida Department of Transportation (FDOT) in the following Workgroup types:

Workgroup	Description
3.1	Minor Highway Design
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
8.1	Control Survey
8.2	Design, Right of Way and Construction Surveying
9.1	Soil Exploration
9.2	Geotechnical Classification Lab Testing
9.3	Highway Materials Testing
9.5	Geotechnical Specialty Lab Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, County requirements and standards, and referenced FDOT manuals and procedures.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both County and the Contractor either directly or indirectly.

Other Local Agency Program (LAP) Projects may be added depending upon availability of funding. The Consultant must perform to the satisfaction of County's representatives for consideration of additional projects.

3.0 LENGTH OF SERVICE:

The Consultant's services for each Local Agency Program (LAP) Project shall begin upon receipt of a Notice to Proceed from County. The Agreement shall commence on the date that the Parties have executed the Agreement and shall continue for a term of five (5) years, unless terminated earlier in accordance with Article 10.0 of the Agreement.

4.0 DEFINITIONS:

- A. County: Citrus County Board of County Commissioners
- B. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- C. Consultant: The Consulting firm under contract with County for administration of Construction Engineering and Inspection services.
- D. Agreement: The Agreement between County and Consultant setting forth the obligations of the parties thereto, including, but not limited to the performance of the work, furnishing of services, and the basis of payment.
- E. Resident Compliance Specialist: The employee assigned by Consultant to oversee project specific compliance functions.
- F. Contractor: The individual, firm or company contracting with County for performance of the construction project or furnishing of materials.
- G. Construction Contract: The written agreement between County and a construction contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY AND/OR FDOT TO CONSULTANT:

- A. The County, on an as needed basis, will furnish the following Construction Contract documents for each CEI project. These documents may be provided in either paper or electronic format.
1. Construction Plans,
 2. Special Provision,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Florida Department of Transportation (FDOT) Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the FDOT District Office or on-line at the FDOT's website.

Florida Department of Transportation, Maps and Publication Sales, 605 Suwannee Street, MS 12, Tallahassee, Florida 32399-0450 Telephone No. (850) 488-9220

6.2 Field Office:

No Field Office will be required for this project.

6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

6.4 Field Equipment:

The Consultant shall supply the necessary survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

7.0 LIAISON:

The Consultant shall report to the County Engineer or designee and keep the County Engineer or designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the County Engineer or designee in order for the County Engineer or designee to oversee Consultant's performance.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of the Agreement and all supplements thereof, County will review various phases of Consultant operations, such as design services, construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, Consultant shall implement remedial action immediately upon the approval of the County Engineer or designee, County and/or FDOT recommendations and Consultant responses/actions are to be properly documented by Consultant.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of Consultant to administer, monitor, material test and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The consultant shall test and observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to County, and direct the Contractor to correct such observed discrepancies.

Consultant shall not have the authority to negotiate and approve change orders. All change orders shall be reviewed and approved by County prior to issuing approval to the Contractor. Minor field changes resulting in no changes to the project cost and duration may be approved by Consultant.

The Consultant shall advise the County Engineer or designee of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be

performed by the Contractor. Work provided by Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The specific survey requirements for each project will be established prior to construction by County and the FDOT.

9.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with County's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedure.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the Aforementioned guide, Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant will furnish all acceptance testing information and data to County and FDOT in an acceptable format.

9.5 Engineering Services:

Engineering services include maintaining the required level of surveillance of Contractor activities, collecting and testing of material samples, interpreting plans, specifications, and special provisions of the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform; but, not be limited to the following services:

- (1) Schedule and attend pre-construction meeting(s) with the Contractor, County, and FDOT.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- (3) Analyze problems that arise on a project and proposal submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (4) Facilitate coordination and communication between Utility Agency's representatives, County staff and contractors in execution of work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for County to make timely payment to the Contractor.
- (6) Monitor and submit reports to County and FDOT of each Contractor and sub-contractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with the Department and any required federal procedures.
- (7) The County will provide all required Public Information Services.
- (8) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial, and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education.

10.3 Staffing:

Once authorized, Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, Consultant will be provided sufficient time to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct an initial review to make certain his own organization is in compliance with the requirements cited in the Scope of Services. This Quality Review shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the Agreement. This review shall be submitted to County in written form no later than one (1) month after the review.

This review shall be performed within 30 calendar days of the start of construction.

On asphalt projects, the CEI shall perform an initial QA review on its asphalt inspection staff after the contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay items amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CEI staff.

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, Consultant shall furnish a QA Plan to County Engineer. The QA Plan shall detail the procedures, evaluation criteria, and instructions of Consultant's organization for providing services pursuant to this Agreement.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate that nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to County and FDOT, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review. The consultant is to have a full set of plans and specifications at the job site at all times. The storage of such is up to the consultant. It could be in their truck or car. The County does not think these projects are large enough to justify a field office and will not pay for such if the consultant elects to have such.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

With each monthly invoice submittal, Consultant will provide a brief Status Report for the Agreement.

When Consultant identified a condition that will require an Amendment Request (AR) to the Agreement, Consultant will communicate the need to the County Engineer or designee for review and approval.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to County in a format and schedule defined by County.

14.0 SUB-CONSULTANT AND SUB-CONTRACTOR SERVICES

Upon approval by the County Engineer or designee, and prior to performance of work, Consultant may sub-contract for engineering surveys, materials testing, or specialized professional services. All sub-consultants and sub-contractors must be FDOT pre-qualified in the area of services being performed and be approved by County.

15.0 OTHER SERVICES:

Upon written authorization by County, Consultant will perform additional services in connection with the project or otherwise identified in the Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after Consultant has completed the Agreement, Consultant shall, upon execution by County and Consultant of an Amendment to the Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through an Amendment to the Agreement.

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 COUNTY AUTHORITY

The County shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration.

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EXHIBIT "B" TO AGREEMENT

CONSULTANT'S FEE SCHEDULE

To be Filled in After Successful Negotiations