

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: RFP 11-051 – Professional Engineering Services for Parks and Natural Resources

Description: Professional services to support the needs of the Parks and Natural Resources Division for engineering services

Receiving Period: April 20, 2011, Prior to 2:00 p.m.

Bid Opening: April 20, 2011, 2:00 p.m.

This form is for bid registration. Please scroll down for additional information.

Special Instructions: All firms must have certification data on file with the Polk County Procurement Division. If the certification requirements are not complete by the announcement of the short-list, the firm will be given no further consideration for selection. The requirements for certification can be found on County's webpage at www.polk-county.net; (click on Procurement and then on CCNA).

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-0055**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Procurement Division
Christine Rewis, CPPB
Interim Procurement Director

REQUEST FOR PROPOSAL #11-051 PROFESSIONAL ENGINEERING SERVICES FOR PARKS AND NATURAL RESOURCES

Sealed proposals will be received in the Procurement Division, **April 20, 2011, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

Questions regarding this proposal must be in writing and must be sent to Carolyn Cusano, Procurement Specialist, email: carolyncusano@polk-county.net ; fax (863) 534-0055. All questions must be received by April 8, 2011.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

Procurement Division
2470 Clower Lane
Bartow, Florida 33830

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to the above fax number.

- | | |
|--|--|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Schedule would not permit us to perform | ☐ Do not offer this product |
| ☐ Specifications unclear | ☐ Other (please specify below) |

Company Name: _____ Date: _____

Signature: _____ Telephone Number: _____

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified Engineering firms who are interested in providing civil and environmental professional engineering services for the Parks and Natural Resources Division relating to drainage, stormwater, surface water quality improvement, parks and environmental lands projects.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act. The Professional Services Selection Committee will review the qualifications of all submitting firms. The County reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFP, and the right to seek clarification from any firm(s) submitting qualifications. Only those judged to be qualified proposals would be further evaluated for possible short-listing. Those firms short-listed may be requested to make presentations to the Professional Services Selection Committee. During the review process, and until the final selection has been made by the Board of County Commissioners, proposers are prohibited from meeting with or discussing a submittal with any member of the Professional Services Selection Committee or the Board of County Commissioners.

All firms must have certification data on file with the Polk County Procurement Division. If the certification requirements are not complete by the announcement of the short-list, the firm will be given no further consideration for selection for the project. The requirements for certification can be found on the County's webpage at www.polk-county.net; (click on Procurement and then on CCNA).

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the County to select and negotiate Master Consulting Agreements with one (1) or more firms. The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The Master Consulting Agreement will be for five (5) years. The initial term shall be for three (3) years. The County shall have the option of extending the Agreement for two (2) one (1) year terms at the same terms and conditions by giving the Consultant written notice not less than thirty (30) days prior to the expiration of the initial term.

During contract negotiations, the County will negotiate fee schedules in accordance with the County's Procurement Procedures, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement usually beginning one year from the effective date of the agreement.

Once under contract, the firms will be evaluated at intervals in accordance with policies and procedures established in the County's Procurement Procedures Manual, "Contracting for Professional Services Covered by the Consultants' Competitive Negotiation Act". This manual, which contains procedures for selection of consulting firms, is incorporated by reference and its contents govern solicitation.

SCOPE OF SERVICES

All work must be performed in accordance with applicable Federal, State and Local regulations. The scope of services may include but will not necessarily be limited to the following types of work:

All associated engineering services involved in the design, permitting, and construction of any project in the Parks and Natural Resources Division. Including but not limited to the evaluation of drainage or flooding problems, water quality issues, parks issues and environmental Land issues; watershed evaluations and management; preparation and recommendation of alternative solutions and cost estimates; design and permitting of cost efficient solutions; collection of data; drainage calculations and/or modeling; surveying; geotechnical data; identifying, describing, and obtaining necessary easements and/or land acquisition; park amenities and/or improvements; wetland assessments; stormwater assessment and hazard mitigation related services. Once permitted, construction services may include, but are not limited to, preparation of bid document technical specs, provision of copy ready plans for construction, providing survey reference points, participation in pre bid and pre construction meetings, addenda preparation for any meetings, answering all technical questions, review of shop drawings, verifying construction layout, construction oversight from full time to limited, and as built certification and regulatory district paperwork.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. A page can be either single or double sided; both options will be counted as one (1) page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following items placed into individual binders behind the tabs as outlined below:

Tab 1. Company Information

- Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. **(Limit response to one page)**
- Provide documentation of the firm's headquarters and local office, if applicable
- Provide documentation of the firm's **certified W/MBE status**.
- Provide documentation of all subconsultant location and minority status **(Limit response to one page)** reflecting name of subconsultant, office location, and classification – example reporting mechanism provided)
- Provide a list of all subconsultant's expertise and qualifications **(Limit response to one page maximum per subconsultant)**

Tab 2. Experience and Expertise

- Provide resumes of all personnel that may be assigned to Polk County under an agreement for services contained herein. **(Limit response to one page per resume)**
- Provide a list of five (5) similar projects with agencies for which your firm has provided engineering services over the last three (3) years, with a brief description of the Scope of Work and your firm's involvement. A client list showing the current contact person, telephone number and email address for each agency must be submitted. **(Limit response to one page per project, five pages maximum)**
- Provide a short narrative outlining how your firm has functioned as an engineering consultant with other government agencies. **(Limit response to two pages maximum)**
- Provide a brief description of your firm's Quality Assurance/Quality Control program. **(Limit response to one page maximum)**

Tab 3. Project Approach

- Provide a narrative outlining your firm's approach to the specific scope of services requested in the RFP, including uses of subconsultants, if applicable **(Limit response to three pages maximum)**
- Relative to the scope of work; provide any innovative approaches to providing these services. **(Limit response to one page maximum)**

Tab 4. Interaction with County and Regulatory Agency Staff

- Provide information that demonstrates the firm's ability to work with the County as well as other agencies. **(Limit response to two pages maximum)**

Tab 5. Timely Completion of Projects

- Provide a short narrative outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's current and future projected workload. Describe specifically the firm's daily ability to handle each aspect of the scope of services described herein. **(Limit response to two pages maximum)**

SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee will review the proposals received. The evaluation criteria listed below will be utilized to rank the firms and to short-list the consultants. Interviews with the firms short-listed may then be scheduled with the Professional Services Selection Committee (PSSC) for final ranking and selection. The County shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The County's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

1. Certified minority firm or extent of certified minority firm participation as subconsultants (5 points) (see sample grading format for certified minorities) **(Corresponds to Tab 1)**
2. Location of key personnel:
 - Firms located in Polk County (15 points)
 - Firms with corporate headquarters in Polk County (5 points)
 - All other firms (5 points)(See sample grading format for local participation) **(Corresponds to Tab 1)**
3. Experience and expertise of the consulting firm and its key personnel with similar services to those in the Request for Proposal (25 points) **(Corresponds to Tab 2)**
4. Client reference list (10 points) **(Corresponds to Tab 2)**
5. Approach to meeting the County's needs as stated in the Scope of Services (15 points) **(Corresponds to Tab 3)**
6. Ability to work with County and regulatory agencies. (5 points) **(Corresponds to Tab 4)**
7. Ability to provide services in a timely manner (5 points) **Corresponds to Tab 5)**
8. County evaluation rating for past projects with the County. (Consultant has worked for the County and has evaluations on file – Maximum 10 points; Consultant has worked

for the County and there are no evaluations on file or Consultant has not worked for the County - 4 points [average rating])

9. Previous work volume. Work assigned by the County to the Consultant for the previous two (2) year period:

\$0 - \$200,000 = 5 points

\$201,000 - \$400,000 = 4 points

\$401,000 - \$600,000 = 3 points

\$601,000 - \$800,000 = 2 points

\$801,000 - \$1,000,000 = 1 point

Over \$1,000,000 = 0 points

Point allocation will be determined by Procurement staff for Items 1, 2, 8, and 9.

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and nine (9) copies marked "COPY" of their proposal in a sealed envelope to the Procurement Division. The original submittal and each copy must be in a separate three (3) ring binder. The envelope should be labeled "**RFP #11-051 Professional Engineering Services for Parks and Natural Resources**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

**Polk County Procurement Division
2470 Clower Lane
Bartow, Florida 33830.**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., April 20, 2011.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

ENGINEERING GRADING FORMAT SAMPLE

Sample method of allocating points for certified minorities and local participation

					Total Score
Certified minority firm (ownership of firm is at least 51% minority)					+5
<u>Sub-consultants</u>					
Sub-consultant A	Civil	(non-minority)		- .5	
Sub-consultant B	N/A		-		
Sub-consultant C	N/A		-		
Sub-consultant D	N/A		-		
Sub-consultant E	N/A		-		+ .4.5
Non-minority firm					0
<u>Sub-consultants</u>					
Sub-consultant A	Civil	(minority)		+ .5	
Sub-consultant B	N/A		-		
Sub-consultant C	N/A		-		
Sub-consultant D	N/A		-		
Sub-consultant E	N/A		-		.5
Local Firm					+15
<u>Sub-consultants</u>					
Sub-consultant A	Civil	(out of county)		- .5	
Sub-consultant B	N/A		0		
Sub-consultant C	N/A		0		
Sub-consultant D	N/A		0		
Sub-consultant E	N/A		0		
					+14.5
Out of County Firm					+5
<u>Sub-consultants</u>					
Sub-consultant A	Civil	(local)		+ .5	
Sub-consultant B	N/A		0		
Sub-consultant C	N/A		0		
Sub-consultant D	N/A		0		
Sub-consultant E	N/A		0		
					+5.5
Local Firm with Headquarters in Polk County					+20
<u>Sub-consultants</u>					
Civil Engineer		(out of County)		- .5	
Structural Engineer		(out of County)		- .5	
Mechanical Engineer		(local)		0	
					+19

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

Consultant shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County), indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone direct or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by consultant in the performance of the work; or liens, claims or actions made by the consultant or any subcontractor or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

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 bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract

award, all documentation produced as part of the contract will become the exclusive property of the County.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov /e-verify or contact USCIS at **1-888-464-4218**.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTACHMENT A

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as COUNTY, and _____ a _____ corporation, headquartered at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____:

WHEREAS, COUNTY owns and operates a variety of public facilities and improvements; and,

WHEREAS, COUNTY requires certain professional services in connection with the planning, construction and operation of these facilities; and

WHEREAS, COUNTY has solicited these services in RFP #11-051, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The COUNTY shall have the option of extending the Agreement for two (2) one (1) year terms, as approved by the COUNTY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

2.0 **Services to Be Performed by CONSULTANT**

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A" and as may be further specifically designated and authorized by the COUNTY, in writing. Such authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the COUNTY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the COUNTY enter into a Consultant Authorization Agreement (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the COUNTY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 **General**

3.1.1 COUNTY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee

schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. The COUNTY will approve and execute any fee schedule amendment. Such amendment shall operate prospectively only and shall not alter fee schedules for CSA's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual CSA.

3.1.4 Invoices must reference the applicable Consultant Services Authorization number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Parks and Natural Resources Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.7 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Auditor's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Parks and Natural Resources Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the

coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY .

4.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the A category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all

insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury

to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have

no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Compliance with Laws**

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 **Subcontracting**

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 **Federal and State Taxes**

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 **Public Entity Crimes**

12.1 The CONSULTANT understands and acknowledges that this Agreement with the

COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 **Uncontrollable Forces (Force Majeure)**

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term AUncontrollable Forces@ shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 **Governing Law and Venue**

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

17.0 **Non-Discrimination**

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 **Waiver**

18.1 A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or

acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written

Amendment executed by both parties.

22.0 Successors and Assigns

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Polk County Board of County Commissioners by executed amendment.

23.0 Contingent Fees

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

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONSULTANT shall be required to cooperate with other consultants relative to

providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Parks and Natural Resources Division
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes

in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

29.0 **Contract Administration**

29.1 Services of CONSULTANT shall be under the general direction of the Parks and Natural Resources Division Director, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 **Key Personnel**

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

31.0 **Annual Appropriations**

31.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not

expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

33.0 Unauthorized Alien(s)

33.1 The CONSULTANT agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. The form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of the Agreement.

33.2 Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

33.3 If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

34.0 Limitation of Liability.

34.1 In no event, shall the COUNTY be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the COUNTY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
RICHARD WEISS
Clerk of the Board

**POLK COUNTY, a political subdivision
of the State of Florida**

By: _____
Deputy Clerk

By: _____
Chairman, Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency

County Attorney's Office Date

Attest:

COMPANY
a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this _____

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation.

He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She

personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)