

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Contract No. 22-RG0026/PH

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Southeastern Surveying and Mapping Corporation, 10770 North 46th Street, Suite C-300, Tampa, FL 33617, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

W I T N E S S E T H:

SECTION 1. The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:
Survey Services for the South Linden Drive LAP Sidewalk Project, 438651-1-38-01

SECTION 2. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefor. Services must be within the original scope of services advertised.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator, and shall be completed within forty-five (45) working days from the date of issuance of the Notice to Proceed.

SECTION 4. The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

- a) After the COUNTY'S acceptance of final plans and documents, a reproducible form of the PROFESSIONAL'S drawings, tracings, plans and maps will be provided to the COUNTY. Upon

completion of construction by the contractor, the PROFESSIONAL shall furnish acceptable field verified "record drawings" of full size prints. The PROFESSIONAL shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the PROFESSIONAL. With the tracings and the record sets of prints, the PROFESSIONAL shall submit three (3) final sets of operation and maintenance manuals.

- b) The PROFESSIONAL shall not be liable for use by the COUNTY of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit “B”, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the PROFESSIONAL may be requested to act as agent of COUNTY. The PROFESSIONAL'S review or supervision of work prepared or performed by other individuals or firms employed by the COUNTY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - 1) immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.
- b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against the Recipient or any Sub-Contractor, in connection with this Agreement.

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless Hernando County against any actions, claims, or damages arising out of relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes (Current Edition). The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 (Current Edition), nor shall the same be construed to constitute agreement by Contractor to indemnify Hernando County for the negligent acts or omissions of Hernando County or its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Contractor to be sued by third parties in any manner arising out of this Solicitation. This indemnification shall survive the termination of this Solicitation.

Recipient agrees to include the following indemnification in all Contracts with Contractors, Sub-Contractors, Consultants or Sub-Consultants who perform work in connection with this Solicitation:

“To the extent provided by law, Contractors, Sub-Contractors, Consultants or Sub-Consultants shall indemnify, defend and hold harmless Hernando County and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees against any actions, claims, or damages arising out of, relating to or resulting from negligent or wrongful act(s) of Contractors, Sub-Contractors, Consultants or Sub-Consultants or any of its officers, agents, and employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractors, Sub-Contractors, Consultants or Sub-Consultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes (Current Edition).

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 (Current Edition). Nor shall the same be construed to constitute agreement by Contractors, Sub-Contractors, Consultants or Sub-Consultants to indemnify Hernando County for the negligent acts or omissions of Hernando County, its officers, agents or employees, or third parties. Nor shall the same be

construed to constitute agreement by Contractors, Sub-Contractors, Consultants or Sub-Consultants to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement. The insurance company must be authorized to do business in the State of Florida.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker’s Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL will also cause Professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; Hernando County and the Department of Transportation are named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners and Department of Transportation.*

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site specific data

furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. To the extent provided by law, the Entity shall indemnify, defend and hold harmless the Recipient and the State of Florida Department of Transportation, including the Department's officers, agents and employees, against any actions, claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Entity or any of its officers, agents, or employees acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Entity hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes

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

SECTION 21. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 20 N. Main St., Room 263, Brooksville, FL 34601.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR/CONSULTANT unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR/CONSULTANT from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

CONTRACTOR/CONSULTANT is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. COMPETITIVE NEGOTIATION F.S. 287.055(5)(a) (Current Edition)

1. The agency shall negotiate a Contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service Contract over the threshold amount provided in s. [287.017](#) (Current Edition) for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service Contract under which such a certificate is required must contain a provision that the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments must be made within one (1) year following the end of the Contract.
2. Should the agency be unable to negotiate a satisfactory Contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.
3. Should the agency be unable to negotiate a satisfactory Contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

SECTION 26. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 27. Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment (To be Provided After Contract Award)
- Exhibit "C" Vendor Performance Evaluation
- Exhibit "D" Insurance Certificate (To be Provided After Contract Award)
- Attachment 11: Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- Attachment 12: Disclosure of Lobbying Activities
- Attachment 13: DBE Bid Package Information
- Attachment 14: Truth in Negotiation Certification
- Attachment 15: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions for Federal Aid Contracts
- Attachment 16: Conflict of Interest/Confidentiality Certification for Consultant/Contractor/Technical Advisors
- Attachment 17: Bid Opportunity List for Commodities & Contractual Services
- Attachment 18: Local Agency Program Federal-Aid Terms for Professional Services Contracts

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court
And Comptroller

_____ Date: _____
Chairman

(SOUTHEASTERN SURVEYING AND MAPPING CORP.)

Witness *Douglas De March*

By *Thomas K. Mead*
Printed Name and Title of Professional
Thomas K. Mead, PSM | President

EXHIBIT “A”

SCOPE OF SERVICES:

PROJECT DESCRIPTION:

GENERAL: Hernando County is currently requesting a Proposal for surveying services for the below roadways. The survey shall be used for the design of an ADA compliant public sidewalk. Base the Proposal on the Scope of Work as outlined below.

Roadways:

South Linden Drive from County Line Road to Spring Hill Drive

1.1 The selected firm will provide a complete Right of Way survey with the below criteria:

- 1.1.1 Topography shall be collected on a 50’ grid. Elevations shall be shown to two (2) decimal points, i.e., 0.00;
- 1.1.2 Provide requested survey information minimum 15’ past the Right of Way;
- 1.1.3 Locate all utilities. Underground utility location will be limited to those identified on the ground;
- 1.1.4 Provide requested information 100’ back on all intersecting streets, and 100’ back and forward of the start and end location of the area to be surveyed;
- 1.1.5 Locate and identify all trees 3” (inches) and up;
- 1.1.6 Locate all existing improvements within the area to be surveyed;
- 1.1.7 Base all elevations on NGVD 1988; base all horizontal coordinate geometry on NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet;
- 1.1.8 Department Standard title block;
- 1.1.9 Legend of abbreviations and symbols;
- 1.1.10 Show all bearing and distances and label all monumentation;
- 1.1.11 Show all reference points;
- 1.1.12 Label stations and offsets on control points along baselines;
- 1.1.13 Cite plats, R/W maps or control surveys used in reference to the R/W lines shown;
- 1.1.14 Generate and provide 1’ contours, labeled. Provide on 1 and 5 contour layers;
- 1.1.15 CAD file to be used in 2019 Civil3D.

1.2 PERIOD OF SERVICES: Upon issuance of Notice to Proceed, Survey firm shall have staff available to start and complete the tasks outlined herein within forty-five (45) working days.

1.3 DELIVERABLES: The selected Survey firm agrees to deliver to Hernando County the following:

- 12.3.1** Deliver two (2) sets of the survey, signed and sealed by a Professional Land Surveyor in the State of Florida.
- 12.3.2** Deliver Survey in the State Plane Coordinates.
- 12.3.3** Deliver 100% complete data discs (CD) in AutoCAD Release 2018, or earlier, of the survey to Hernando County for their use in the design. Hernando County will provide to the surveyor a copy of their standards regarding line designations, i.e., size, color, etc.
- 12.2.4** Deliver electronic survey, signed and sealed by a Professional Land Surveyor in the State of Florida.

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

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

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

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

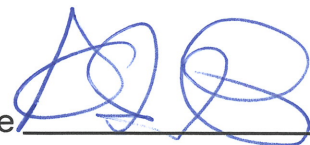
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

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

Name of Consultant:

By: Brian R. Garvey, PE, GISP Date: 5.4.22

Authorized Signature



Title: Vice President

ATTACHMENT 12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award <input checked="" type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Southeastern Surveying and Mapping Corporation 10770 North 46th Street, Suite C-300 Tampa, Florida 33617 Congressional District, <i>if known:</i> 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Thomas K. Mead, PSM Title: President Telephone No.: 407-292-8580 Date (mm/dd/yyyy): 11/07/2022	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

ATTACHMENT 13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
09/19
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

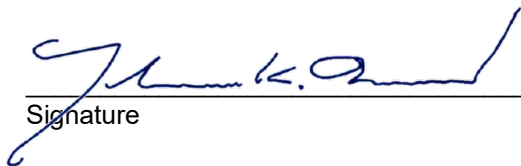
Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.



Signature

November 7, 2022

Date

ATTACHMENT 14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

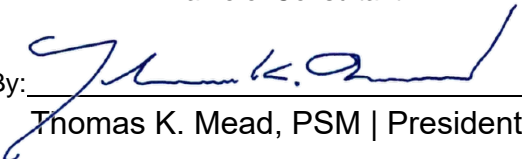
The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

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

Southeastern Surveying and Mapping Corporation

Name of Consultant

By: _____


Thomas K. Mead, PSM | President

November 7, 2022

Date

ATTACHMENT 15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Southeastern Surveying and Mapping Corporation

By: 

Date: November 7, 2022

Title: Thomas K. Mead, PSM | President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Southeastern Surveying and Mapping Corporation

By: Brian R. Garvey, PE, GISP

Date: 5.4.22

Title: Vice Present

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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


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

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
22-RG0026/PH	Survey Services for S Linden Dr LAP Sidewalk	438561-1-38-01

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

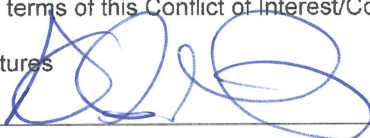
Printed Names Brian R. Garvey, PE, GISP	Signatures 	Date 5.4.22
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
22-RG0026/PH	Survey Services for S Linden Dr LAP Sidewalk	438561-1-38-01

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

Printed Names	Signatures	Date
No Additional		5/2/2012

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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

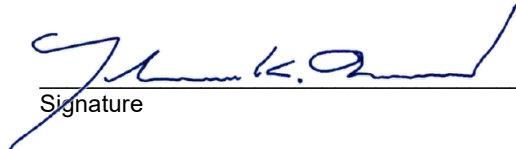
The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

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



Signature

November 7, 2022

Date

ATTACHMENT 18

APPENDICES A and E

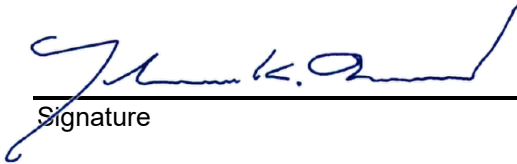
Revised 01/2015

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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



Signature

Thomas K. Mead, PSM | President

Printed Name

November 7, 2022

Date

EXHIBIT "B"

**HERNANDO COUNTY PURCHASING AND CONTRACTS
VENDOR PERFORMANCE EVALUATION
Survey Services**

Vendor/Firm:	County Dept.:	Contract # and Description:
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The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future surveying contracts.

Return completed form to: _____

A copy will be sent to the Contractor to advise of commendable as well as deficient areas in their service.

Construction Phase	Rating Scale:	Poor	Average	Excellent		
Early identification of problems and timely resolution		①	②	③	④	⑤
Adherence to allotted budget		①	②	③	④	⑤
Quality of supervision and decision making		①	②	③	④	⑤
Cooperation with contractor and subcontractors		①	②	③	④	⑤
Timely submission of documents and reports		①	②	③	④	⑤
Observation reports accurately describe progress		①	②	③	④	⑤
Error/Omissions requiring construction change orders		①	②	③	④	⑤
Adherence to schedule and closeout		①	②	③	④	⑤
Cooperativeness with County		①	②	③	④	⑤
Assistance with claims and disputes		①	②	③	④	⑤
Professional conduct		①	②	③	④	⑤

Specific suggestions for improvement:

Would you recommend this contractor for another County project? Yes No, please explain

Evaluated by:

Reviewed by:

Signature

Date

Chief Procurement Officer

Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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