



Hernando/Citrus

Metropolitan Planning Organization

Lecanto Government Building
201 Howell Avenue
Brooksville, Florida

Regular Meeting

Agenda

Thursday, December 7, 2023 - 1:30 P.M.

PUBLIC PARTICIPATION IS SOLICITED WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, AGE, SEX, RELIGION, DISABILITY, OR FAMILY STATUS. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADA COORDINATOR AT 352-540-3810 NO LATER THAN 48 HOURS IN ADVANCE OF THE MEETING. PERSONS WHO ARE HEARING IMPAIRED, CONTACT FLORIDA RELAY AT 1-800-676-3777.

IF A PERSON DECIDES TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING OR MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND THAT, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PLEASE NOTE THAT ONLY PUBLIC HEARING ITEMS WILL BE HEARD AT THEIR SCHEDULED TIMES. ALL OTHER ITEM TIMES NOTED ON THE AGENDA ARE ESTIMATED AND MAY BE HEARD EARLIER OR LATER THAN SCHEDULED.

A. CALL TO ORDER

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. MPO Board & Staff Introductions**
- 4. Please Silence Electronic Devices**
- 5. Enter Proof of Publication into the Record**

B. APPROVAL/MODIFICATION OF AGENDA (Limited to Board and Staff)

C. APPROVAL OF MINUTES

Review and Approve the November 2, 2023, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board.

D. ACTION ITEMS

1. Approval of Contract No. 23-RG0033/AP for MPO General Planning Consultant Services to two (2) consultants, Alfred Benesch and Company, and Kimley-Horn and Associates, Incorporated.
2. Appointment of Member to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB)
3. Review and Approval of the Update to the Hernando/Citrus MPO's Public Participation Plan (PPP)
4. Review and Approval of the Update to the Bylaws of the Technical Advisory Committee (TAC)
5. Review and Approval of the Update to the Bylaws of the Bicycle/Pedestrian Advisory Committee (BPAC)
6. Review and Approval of Scope C for Consultant Services for the 2050 Long-Range Transportation Plan for the Hernando/Citrus Metropolitan Planning Organization

E. CITIZENS COMMENTS**F. MPO DIRECTOR COMMENTS****G. BOARD COMMENTS****H. ADJOURNMENT****UPCOMING MEETING:**

The next regular meeting of the Metropolitan Planning Organization is tentatively scheduled for Thursday, January 4, 2024, beginning at 1:30 pm, in the Brooksville City County Chambers, 201 Howell Avenue, Brooksville, Florida. The meeting agenda and back-up material are available online at www.hernandocounty.us



Metropolitan Planning Organization

AGENDA ITEM

Meeting: 12/07/2023
Department: MPO
Prepared By: Joy Turner
Initiator: Robert Esposito, MPO Executive Director
DOC ID: 13167
Legal Request Number:
Bid/Contract Number:

TITLE

Review and Approve the November 2, 2023, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board.

BRIEF OVERVIEW

Attached for approval are the Minutes of the November 2, 2023, meeting of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the Hernando/Citrus MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board review and approve the Minutes of the November 2, 2023, meeting.

RESULT:	ADOPTED
MOVER:	Cabot McBride
SECONDER:	Rebecca Bays
AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard



HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) BOARD

Thursday, November 2, 2023

MINUTES

The Hernando/Citrus Metropolitan Planning Organization (MPO) Board held a regular public meeting beginning at 1:30 p.m. at the Lecanto Government Building, 3600 W. Sovereign Path, Room 166, Lecanto, Florida. The meeting was advertised in the Hernando Sun and Citrus County Chronicle newspapers and the agenda was available on the Hernando/Citrus MPO website.

MEMBERS PRESENT

Jerry Campbell, Vice Chair, Hernando County Board of County Commissioners
John Allocco, Hernando County Board of County Commissioners
Steve Champion, Hernando County Board of County Commissioners
Blake Bell, Mayor, City of Brooksville Mayor
Rebecca Bays, Alternate, Citrus County Board of County Commissioners
Cabot McBride, City of Inverness Councilman
Robert Holmes, City of Crystal River Councilman
Brian Hunter, Non-Voting Advisor, Florida Department of Transportation, District 7
Suzanne Monk, Non-Voting Advisor, Florida Department of Transportation, District 7

MEMBERS ABSENT

Ruthie Davis Schlabach, Chair, Citrus County Board of County Commissioners
Jeff Kinnard, Citrus County Board of County Commissioners
Beth Narverud, Hernando County Board of County Commissioners

OTHERS PRESENT

Bob Esposito, MPO Executive Director
Mary Elwin, MPO Coordinator
Joy Turner, MPO Administrative Assistant III
Jon Jouben, Hernando County Attorney
Siaosi Fine, Florida Turnpike Enterprise
Tim Roberts, Law Enforcement Liaison Program Coordinator

MEETING CALLED TO ORDER

- Vice Chair Campbell called the meeting to order at 1:30 p.m.
- The Pledge of Allegiance and the introductions of Board and staff followed the Invocation.
- A quorum was declared, and the affidavit of publication was read into the record.

APPROVAL/MODIFICATION OF AGENDA

Motion: A motion was made by Mayor Bell to approve the agenda. The motion was seconded by Councilman McBride and the motion passed 7-0.

APPROVAL OF MINUTES – OCTOBER 5, 2023

Motion: A motion was made by Commissioner Bays to approve the October 5, 2023, meeting Minutes. The motion was seconded by Commissioner Allocco and the motion passed 7-0.

PRESENTATIONS

1. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LAW ENFORCEMENT LIAISON PRESENTATION ON SAFETY

Tim Roberts, FDOT Law Enforcement Liaison, made a Powerpoint presentation to the MPO Board on the Traffic Safety Grant Program. He illustrated the FY 2024 grants awarded to various entities in the state including the Citrus County Sheriff's Office and provided an overview of the Traffic Safety Grant application process, emphasis areas where grants can be used, and how to submit a concept paper for grant funding which is required January 1 through February 28 each year. Traffic Safety Grant submission is not limited to law enforcement agencies.

Commissioner Champion asked if Hernando County will remain in the Group II – Population of 50,001 to 200,000 category for FY 2025 grant submission and if the numbers reflected in the matrices are for serious injuries and death. Mr. Roberts affirmed both queries. In comparison with other U.S. states, Commissioner Allocco, asked if Florida's horizontal and perpendicular road design versus states with curved and rolling roads had an impact on safety. Mr. Roberts shared that while there are many factors involved in road safety, road design is a component; however, driver behavior largely influences road safety. Mr. Roberts encouraged the MPO Board members to have representation in the State's Safety Coalition and meeting information can be found on the FDOT webpage at : <https://www.fdot.gov/Safety/safety-coalitions/coalitionsresources.shtm>.

Additional, traffic safety data can be reviewed and analyzed at <https://signal4analytics.com/>. Commissioner Allocco would like to review a summary of the numerical data behind the matrix rankings of 1 to 15 for the Group II counties. Mr. Roberts will review and report back to the MPO staff. Council Member Holmes asked if there is a list of the counties/school districts conducting teen driver education in school. Mr. Roberts will investigate and report back to the MPO staff.

2. **FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TENTATIVE FIVE-YEAR WORK PROGRAM (Fiscal Years 2025 through 2029)**

Suzanne Monk, Florida Department of Transportation (FDOT) District 7 Government Liaison for Hernando/Citrus MPO, provided an update on programming strategies and the proposed Tentative Five-Year Work Program for FY 2025 - FY 2029. A flyer provided by the Florida Department of Transportation for the public hearing process was included in the packets and is posted on the MPO's website. Ms. Monk provided the web page for public comment which will be open through November 13, 2023.

Commissioner Allocco requested the location of the Sidewalk Gaps that were added to FY 2028 and FY 2029. Ms. Monk stated she will check with the project manager and report back to MPO Staff. Commissioner Allocco will provide a list to the MPO of State Road sidewalks that need repair. Commissioner Champion mentioned the intersection at US 41 and US 50 has ruts in the road and may need to be a higher priority. MPO staff will confirm if this on the LOPP. *[Subsequent to this meeting, Mr. Esposito confirmed FDOT Project #416735-1 will address this concern in FY 2026.]*

3. **FLORIDA TURNPIKE ENTERPRISE (FTE) TENTATIVE FIVE-YEAR WORK PROGRAM (Fiscal Years 2025 through 2029)**

Siaosi Fine from Florida Turnpike Enterprises (FTE) made a presentation on how FTE projects are funded, prioritized, and provided an update on the proposed Tentative Five-Year Work Program for FY 2025 – FY 2029. Commissioner Allocco asked if an interchange at Centralia Road was planned. Mr. Fine will forward information to the MPO which was previously shared with Representative Holcomb on applying for an interchange. The Board expressed their support to pursue applying for an interchange on Centralia Road in Hernando County.

Commissioner Allocco shared his experience of receiving toll invoices for vehicles not registered to him. Councilman Holmes asked for more information on project listed on agenda packet page 33 for Ridge Road partnership/new interchange. Mr. Fine explained Pasco County was to construct Ridge Road and FTE would construct the interchange.

ACTION ITEMS

1. **Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) Member Appointment**

Motion: A motion was made by Commissioner Bays to reappoint Stephen Brown to serve as a member for the Person with a Disability position on the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) effective January 31, 2024, through January 30, 2027. The motion was seconded by Councilman Holmes and the motion passed 7-0.

2. **Adoption of Apportionment Plan by MPO Board Resolution 2023-08**

Mr. Esposito shared the Apportionment Plan is prepared based upon the decennial (2020) census and no changes in the structure of the MPO Board are being recommended.

Motion: A motion was made Commissioner Bays to adopt the Apportionment Plan for the Hernando/Citrus MPO pursuant to the 2020 Census update, authorize the Chair's signature on the associated Resolution 2023-08, and allow for MPO staff to transmit the Plan to the Florida Department of Transportation's District office or processing. The motion was seconded by Commissioner Champion and the motion passed 7-0.

3. **FY 2024 – FY 2028 Transportation Improvement Program (TIP) Amendment Adding Eastern Federal Lands**
Ms. Monk from the Florida Department of Transportation (FDOT) explained there were two Eastern Federal Lands grant projects: 1) Crystal River National Wildlife Refuge (NRW) headquarters bypass road; and 2) Crystal River NRW to replace a dock. Commissioner Bays asked for more information on the NRW dock replacement. Councilman Holmes encouraged Ms. Monk to contact Joyce Palmer, Manager at Crystal River NRW, to obtain more information and he indicated that he would reach out to Doug Baber, Crystal River City Manager, for assistance in obtaining details on the dock replacement.

Motion: A motion was made by Commissioner Champion to approve the amendment to the Transportation Improvement Program (TIP) for FY 2024 – FY 2028 by adding Appendix K identifying Eastern Federal Lands projects as approved by the Federal Highway Administration and allow for MPO Staff to transmit the amended TIP to the Florida Department of Transportation for processing. The motion was seconded by Commissioner Allocco and a Roll-Call vote carried the motion 7-0.

CITIZEN COMMENTS

There were no citizen comments.

MPO DIRECTOR COMMENTS

- FDOT Project #257165-3 US 41 from SR 44 to S of Withlacoochee Trail Bridge: Construction started October 3rd, 2023, and there will be a groundbreaking ceremony at 10:30 a.m. on November 30, 2023. Location to be determined.
- MPOAC Meeting Thursday, January 25, 2024. Would need MPOAC Representative, Jeff Kinnard, to attend; Jerry Campbell is the MPOAC Alternate. MPO Staff will send a meeting notice on the calendar.
- Outlook meeting notices will be sent out for the 2024 Committees and Transportation Disadvantaged meetings. Would like to send meeting notices out for the 2024 MPO Board meetings after Board Liaison appointments for each county.
- There are two alternate MPO Board members for the City of Crystal River and it would be beneficial to also have two alternate members for: Citrus County, the City of Brooksville, and the City of Inverness.
- 2050 Long-Range Transportation Plan (LRTP) – Scope A was completed, and Scope B is underway. The final scopes, C and D, will need to be issued immediately after the new GPC contracts are approved by the MPO Board which is tentatively scheduled for the December 7, 2023.
- Traffic Segment Studies in Citrus County (US41 and SR 200) and Hernando County (County Line Road and US 41) will commence upon the approval of new GPC contracts (anticipated December 7, 2023).
- A multi-agency Interlocal Agreement for improvements to County Line Road was approved by the Hernando/Citrus MPO Board on October 5, 2023, and approved by the Pasco MPO Board on October 12, 2023. However, due to funding issues facing FDOT at this time, the District 7 office cannot commit to the agreement and therefore, the agreement cannot be fully executed and will need to be updated.

BOARD MEMBER COMMENTS

- Commissioner Bays asked if something could be provided to bullet point the benefits/repercussions of maintaining the Strategic Intermodal Systems (SIS) designation for US 19 and the SIS designation is not for the purpose of emergency evacuation.
- Vice Chair Campbell acknowledged keeping Chair Schlabach in thoughts and prayers. He encouraged the Board to complete the annual performance evaluation form for Mr. Esposito, thanked Citrus County Sheriff's office for their continued support and attendance at the MPO Board meetings, and thanked the MPO Staff for facilitating the Board meetings in an orderly fashion.
- Commissioner Allocco wished everyone a Happy Thanksgiving.

ADJOURNMENT AND NEXT MEETING

Vice Chair Campbell adjourned the meeting at 2:59 p.m. The next regular meeting of the Metropolitan Planning Organization Board is tentatively scheduled for Thursday, December 7, 2023, beginning at 1:30 pm, in the Lecanto Government Building, 3600 W. Sovereign Path, Room 166, Lecanto, Florida.



AGENDA ITEM

TITLE

Approval of Contract No. 23-RG0033/AP for MPO General Planning Consultant Services to two (2) consultants, Alfred Benesch and Company, and Kimley-Horn and Associates, Incorporated.

BRIEF OVERVIEW

A solicitation (RFQ 23-RG0033/AP) for General Planning Consultants for the Metropolitan Planning Organization (MPO) was issued on June 28, 2023, by the Hernando County Procurement Department with the intent to award multiple contracts. The qualified individuals or firms were required to submit their qualification proposals to perform General Planning Consultant Services by July 31, 2023. The solicitation was reviewed by the Florida Department of Transportation District 7 Office and the Civil Rights Office of the Federal Highway Administration.

The solicitation process was conducted using the guidelines set forth in Section 287.055, Florida Statutes (current edition), the policies and procedures of Hernando County, and pursuant to funding agreements with the Florida Department of Transportation.

Two (2) proposals were received by the deadline; one from Alfred Benesch and Company, and the other from Kimley-Horn & Associates, Incorporated.

A Professional Services Review Committee (PSRC) comprised of Todd Crosby, Assistant County Engineer; Robert Esposito, MPO Executive Director; Mary Elwin, MPO Coordinator, and Walt Eastmond, Citrus County Engineer reviewed the proposals and determined the vendor submittals were responsive and responsible.

The MPO has utilized the services of both firms for its general planning purposes for many years. Both firms have demonstrated in their responses the necessary background, experience, and qualifications to perform the work. Additionally, the firms have demonstrated their abilities in the work they have previously performed for the MPO.

The Procurement Department received rate schedules from both consultants and determined the rates to be fair and reasonable. On November 27, 2023, the Procurement Office posted a Notice of Intent to Award the contracts on the Hernando County e-board and in OpenGov.

FINANCIAL IMPACT

Funds exist in the PL Contract #G2774 for consultant services and are pursuant to the adopted UPWP for FY2023-FY2024. The Hernando County's MPO Fund 1031 approved budget for Fiscal Year 2024 contains funding in Department 34050 for consultant services. Individual task orders issued under the contracts will be approved by the MPO Board in accordance with Federal, State, and local ordinances, policies and procedures. The contracts are for three (3) years plus two one-year renewals.

LEGAL NOTE

Pursuant to Chapter 339.175, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended that the MPO Board review and approve the contracts for general planning consultant services to Alfred Benesch and Company and to Kimley-Horn & Associates, Incorporated and authorize the Chair's signature thereupon.

RESULT:	ADOPTED
MOVER:	Steve Champion
SECONDER:	Rebecca Bays
AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-RG0033/AP**

THIS AGREEMENT made and entered into this _____ day of _____, 20__, by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1661 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Alfred Benesch and Company, duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Alfred Benesch and Company, including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 "DEPARTMENT" means the Florida Department of Transportation.
- 1.3 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time, hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.4 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.4.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the MPO.
- 1.5 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

- 1.6 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.7 This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall in a professional and timely manner perform the work included in the Assignment/Task Order. The work shall be consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto as Exhibit A and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 **TASK ORDERS:**
- 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
- 2.3.2 The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in

this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND RESPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

4.1.1 Lump Sum Method

4.1.2. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2. LUMP SUM METHOD

- 4.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions

stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.

- 4.2.2. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

4.3. HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

4.3.1. DIRECT COSTS

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

4.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

4.3.3. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

4.3.4. EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

4.3.5. REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.3.6. COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

4.3.7. TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)(1a) (Current Edition).

4.3.8. MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

4.4. COST LIMITATION

4.4.1. The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

4.4.2. In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

4.4.3. The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

4.5. TASK ORDER CONTRACT PRICE

4.5.1. The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

4.5.2. In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope

of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

- 4.5.3. CONSULTANT agrees that funds dispersed under this Agreement or Task Orders in excess of \$25,000 and has a term for a period of more than one year, are subject to the provisions of Section 339.135(6)(a), Florida Statutes, and are hereby incorporated into this Agreement as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

4.6. PROGRESS PAYMENTS TO THE CONSULTANT

For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.

- 4.6.1. For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.7. INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

4.8. PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.9. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The

additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

- 5.2.1. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.
- 5.2.2. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.
- 5.2.3. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

- 5.3.1. This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.
- 5.3.2. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affects availability of resources and staff of Alfred Benesch & Company, the client, other Consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Alfred Benesch & Company will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Alfred Benesch & Company will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

5.4 CONTINUING CONTRACT

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- 6.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 6.1.2. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 6.1.3. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- 6.1.4. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- 6.1.5. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2. DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from **RFQ No. 23-RG0033/AP** shall be the Executive Director of the Hernando/Citrus MPO.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- 8.1.1. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- 8.1.2. The quality of the services performed by the CONSULTANT is not in conformance with the Standard of Care commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- 8.1.3. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- 8.1.4. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 8.1.5. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- 8.1.6. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2. TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- 8.2.1. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- 8.2.2. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- 8.2.3. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default and may immediately terminate this Contract.

8.3. TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4. PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5. ACTION FOLLOWING TERMINATION

- 8.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, neither the CONSULTANT, nor its subconsultants shall be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6. SUSPENSION

- 8.6.1. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are

to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- 8.6.2. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 23-RG0033/AP are incorporated by reference into this Contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any reduction in limits or coverages by endorsement in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in RFQ No. 23-RG0033/AP. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

10.2.1. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 23-RG0033/AP.

10.2.2. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 23-RG0033/AP including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 each occurrence and aggregate or its equivalent.

10.2.3. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 23-RG0033/AP for limits of not less than \$1,000,000 combined single limit each accident or its equivalent.

10.2.4 Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 23-RG0033/AP. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

10.2.5 Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Management
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 – NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO

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 at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

- 12.1. It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO upon completion of work and final payment, or early termination and any payment due to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Notwithstanding the foregoing or anything to the contrary in the Contract Documents, CONSULTANT's pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of CONSULTANT, that existed before the commencement of the Services and which are included in the documents generated by CONSULTANT under this Contract (collectively, the Pre-Existing Materials), shall remain the property of CONSULTANT. CONSULTANT grants to the MPO (as an exception to the transfer and assignment provided in this Contract) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.
- 12.2. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.
- 12.3. Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.
- 12.4. The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.
- 12.5. The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

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

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT**14.1 RECORDS MAINTENANCE**

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract during the term of this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind,

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 earthquake, explosion, delays related to the COVID-19 Pandemic, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 – COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS

The MPO, its consultants and subconsultants shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project, or any property included or planned to be included in the Project. Execution of this Agreement constitutes a certification that the MPO and its Consultants are in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

SECTION 20 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

- 20.1. **Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
- 20.2. **Solicitations for Sub-Contractors, 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 Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor 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.
- 20.3. **Information and Reports:** The Consultant 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.
- 20.4. PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

21.1. ACCESS TO RECORDS 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

21.2. Record Retention. The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

21.3. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation

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or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- 21.4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

22. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

- 22.1. The Contractor agrees:

- 22.1.1. It will not use any violating facilities;
- 22.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 22.1.3. It will report violations of use of prohibited facilities to FTA; and
- 22.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

23. CIVIL RIGHTS LAWS AND REGULATIONS

- 23.1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 23.2. The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

- 23.3. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

- 23.4. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

23.4.1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

23.4.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any

23.4.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.3. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

24. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** 49 C.F.R. part 26

- 24.1. The DBE participation goal for this Contract is set at 10.65% and is race neutral or an aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% aspirational of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.
- 24.2. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
- 24.3. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.
- 24.4. 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.
- 24.5. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." [See Attachment A-275-030-11 FDOT DBE Bid Package Information](#)

25. **ENERGY CONSERVATION** 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. **EQUAL EMPLOYMENT OPPORTUNITY** 2 CFR 200, Appendix II©, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

- 26.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 26.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 26.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 26.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 26.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 26.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 26.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 26.8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 27.1. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- 27.2. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

28. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

28.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 28.1.1 Debarred from participation in any federally assisted Award;
 - 28.1.2 Suspended from participation in any federally assisted Award;
 - 28.1.3 Proposed for debarment from participation in any federally assisted Award;
 - 28.1.4 Declared ineligible to participate in any federally assisted Award;
 - 28.1.5 Voluntarily excluded from participation in any federally assisted Award; or
 - 28.1.6 Disqualified from participation in any federally assisted Award
- 28.2 By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29 LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of

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Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. [Attachments C 375-030-33 and D 375-030-34](#)

30 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

31 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

31.1 The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

31.2 The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

32 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

32.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

32.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

32.3 The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

33 RECYCLED PRODUCTS

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

33.1 These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item exceeds \$10,000.

33.2 The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

34 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

34.1 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

34.2 Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

35 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier. See section 8.

36 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

36.1 Rights and Remedies of Hernando County

36.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

36.1.2. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;

36.1.3. The right to cancel this Contract as to any or all of the work yet to be performed;

36.1.4. The right to specific performance, an injunction or any other appropriate equitable remedy; and

36.1.5. The right to money damages.

36.2. For purposes of this Contract, breach shall include:

36.2.1. Nondiscrimination. The Consultant shall carry out all 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 Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.

36.2.2. Failure to comply with Section 14 Access to Records/Audit section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

36.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.

36.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.

36.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.

36.3. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

36.4. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

36.5. Disputes

36.5.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

36.5.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

36.6. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court *de novo* and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

36.7. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

36.8. Performance During Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

36.9. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any negligent, reckless, or intentionally wrongful act or negligent, reckless, or intentionally wrongful omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage

36.10. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

36.11. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

37. FEDERAL CHANGES 49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 For subsequent revisions.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

39. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

39.1. Intellectual Property Rights

- 39.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 39.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 39.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 39.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 39.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 39.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 39.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

SECTION 40 - PROHIBITED INTERESTS

Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. All contracts entered into in connection with the Project or any property included or planned to be included in any Project must include the following provisions: "No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

SECTION 41 - EXTENT OF CONTRACT

This Contract, together with the RFQ No. 23-RG0033/AP, issued __ and the Proposal submitted by Alfred Benesch and Company, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
Exhibit B: Standard Labor Rate Schedule and Task Order Form

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

(SEAL)

HERNANDO/CITRUS METROPOLITAN PLANNING
ORGANIZATION

Attest: _____

Chairman _____

Witness _____

Firm Name Alfred Benesch & Company

By Bill Ball, AICP, Sr. Vice President
Printed Name and Title of Professional

Approved as to Form
and Legal Sufficiency

By: *Victoria Anderson*
County Attorney's Office

EXHIBIT "A"

SCOPE OF WORK

I. PURPOSE

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

II. SERVICES

A. Long Range Transportation Plan Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;

9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

B. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

C. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

D. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

E. Aviation Planning

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

F. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and

documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

G. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

H. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged paratransit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include updating the assumptions and information contained in the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

I. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to design and maintain a new website for the MPO independent of Hernando County or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement.

consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

III. RESPONSIBILITIES OF THE MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

IV. SUBCONTRACTING

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

V. SPECIFICATIONS FOR WORK

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.

4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

ALFRED BENESCH & COMPANY

Position Classifications	Hourly Rates
Chief Planner	\$259.00
Senior Planner	\$171.00
Project Planner	\$131.00
Planner	\$106.00
Chief Engineer 1	\$272.00
Senior Engineer 2	\$204.00
Senior Engineer 1	\$239.00
Engineer 2	\$168.00
Engineer 1	\$134.00
Senior Designer	\$123.00
Senior Engineering Technician	\$119.00
Engineering Intern	\$107.00
Engineering Technician	\$107.00
Technician Aid	\$82.00
Senior Computer Programmer	\$221.00
Secretary/Clerical	\$90.00

WSP

Position Classifications	Hourly Rates
Project Manager	\$280.30
Chief Engineer	\$294.95
Senior Engineer	\$252.28
Engineer	\$128.27
Chief Planner	\$329.69
Senior Planner	\$188.25
Planner/GIS Specialist	\$117.26
Senior Visualization/Graphics Specialist	\$185.11
Visualization/Graphics Specialist	\$164.82
Senior Public Engagement Planner	\$167.96
Senior Grant Specialist	\$184.76
CADD Designer	\$72.78

PATEL, GREENE, & ASSOCIATES

Position Classifications	Hourly Rates
Chief Designer	\$157.63
Chief Engineer 1	\$245.18
Chief Engineer 2	\$251.25
Chief Planner	\$201.36
Chief Scientist	\$177.32
Community Outreach Specialist - Senior	\$156.28
Engineer 1	\$150.84
Engineer 2	\$175.96
Engineering Intern	\$113.33
Engineering Technician	\$89.11
Environmental Specialist	\$88.66
Graphic Designer	\$89.77
Landscape Designer/Landscape Planner	\$97.67
Planner	\$109.70

WEY ENGINEERING

Position Classifications	Hourly Rates
Chief Engineering 1	\$228.20
Engineer 1	\$148.40
Engineering Intern	\$110.40
Engineering Technician	\$56.00
Project Manager 1	\$196.00
Senior Designer	\$112.00
Senior Scientist	\$145.60

NATIONAL DATA & SURVEYING SERVICES

Position Classifications	Hourly Rates
Project Manager	\$115.16
Field Manager	\$101.06
Quality Control/Assurance	\$90.48
Secretary/Clerical	\$58.75
Senior Surveyor Tech	\$40.84

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-RG0033/AP**

THIS AGREEMENT made and entered into this 7th day of December, 2023, by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1661 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Kimley-Horn and Associates Inc., duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Kimley-Horn and Associates Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 "DEPARTMENT" means the Florida Department of Transportation.
- 1.3 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time, hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.4 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.4.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the MPO.
- 1.5 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

- 1.6 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.7 This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto as Exhibit A and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 **TASK ORDERS:**
 - 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
 - 2.3.2 The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in

this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND RESPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

4.1.1 Lump Sum Method

4.1.2 Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2. LUMP SUM METHOD

- 4.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and

specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.

- 4.2.2. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

4.3. HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

4.3.1. DIRECT COSTS

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

4.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

4.3.3. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

4.3.4. EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

4.3.5. REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.3.6. COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

4.3.7. TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)(1a) (Current Edition).

4.3.8. MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

4.4. COST LIMITATION

4.4.1. The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

4.4.2. In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

4.4.3. The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

4.5. TASK ORDER CONTRACT PRICE

4.5.1. The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

4.5.2. In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope

of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

- 4.5.3. CONSULTANT agrees that funds dispersed under this Agreement or Task Orders in excess of \$25,000 and has a term for a period of more than one year, are subject to the provisions of Section 339.135(6)(a), Florida Statutes, and are hereby incorporated into this Agreement as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

4.6. PROGRESS PAYMENTS TO THE CONSULTANT

For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.

- 4.6.1. For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.7. INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

4.8. PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.9. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The

additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

- 5.2.1. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.
- 5.2.2. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.
- 5.2.3. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

- 5.3.1. This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.
- 5.3.2. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affects availability of resources and staff of Kimley-Horn and Associates Inc, the client, other Consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn and Associates Inc will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn and Associates Inc will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

5.4 CONTINUING CONTRACT

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- 6.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 6.1.2. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 6.1.3. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- 6.1.4. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- 6.1.5. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2. DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from **RFQ No. 23-RG0033/AP** shall be the Executive Director of the Hernando/Citrus MPO.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- 8.1.1. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- 8.1.2. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- 8.1.3. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- 8.1.4. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 8.1.5. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- 8.1.6. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2. TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- 8.2.1. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- 8.2.2. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- 8.2.3. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default and may immediately terminate this Contract.

8.3. TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4. PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5. ACTION FOLLOWING TERMINATION

- 8.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6. SUSPENSION

- 8.6.1. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- 8.6.2. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 23-RG0033/AP are incorporated by reference into this Contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in **RFQ No. 23-RG0033/AP**. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

10.2.1. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 23-RG0033/AP.

10.2.2. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 23-RG0033/AP including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

10.2.3. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 23-RG0033/AP for limits of not less than \$1,000,000 CSL or its equivalent.

10.2.4 Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 23-RG0033/AP. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

10.2.5 Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Management
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO

at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

- 12.1. It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.
- 12.2. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.
- 12.3. Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.
- 12.4. The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.
- 12.5. The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

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

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing

his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, delays related to the COVID-19 Pandemic, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 – COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS

The MPO, its consultants and subconsultants shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project, or any property included or planned to be included in the Project. Execution of this Agreement constitutes a certification that the MPO and its Consultants are in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

SECTION 20 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

- 20.1. Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
- 20.2. Solicitations for Sub-Contractors, 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 Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor 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.
- 20.3. Information and Reports:** The Consultant 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.
- 20.4. PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 21 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

- 21.1. ACCESS TO RECORDS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 21.2. Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

- 21.3. Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 21.4. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 21.5. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

22. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

- 22.1. The Contractor agrees:
- 22.1.1. It will not use any violating facilities;
 - 22.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 - 22.1.3. It will report violations of use of prohibited facilities to FTA; and
 - 22.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

23. CIVIL RIGHTS LAWS AND REGULATIONS

- 23.1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- 23.2. The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.
- 23.3. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- 23.4. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
 - 23.4.1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 23.4.2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

24. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 C.F.R. part 26

24.1. The DBE participation goal for this Contract is set at 10.65% and is race neutral or an aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% aspirational of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

24.2. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

24.3. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.

24.4. 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.

24.5. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See Attachment A-275-030-11 FDOT DBE Bid Package Information

25. ENERGY CONSERVATION 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. EQUAL EMPLOYMENT OPPORTUNITY 2 CFR 200, Appendix II©, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

26.1. The contractor will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 26.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 26.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 26.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 26.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 26.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 26.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 26.8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 29 USC § 201, et seq

- 27.1. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and

child labor standards for full and part-time workers.

- 27.2. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

28. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

28.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 28.1.1 Debarred from participation in any federally assisted Award;
- 28.1.2 Suspended from participation in any federally assisted Award;
- 28.1.3 Proposed for debarment from participation in any federally assisted Award;
- 28.1.4 Declared ineligible to participate in any federally assisted Award;
- 28.1.5 Voluntarily excluded from participation in any federally assisted Award; or
- 28.1.6 Disqualified from participation in any federally assisted Award

- 28.2 By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29 LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to
18 Hernando County. Attachments C 375-030-33 and D 375-030-34

30 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

31 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 31.1 The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.
- 31.2 The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

32 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31**

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 32.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 32.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 32.3 The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

33 RECYCLED PRODUCTS**42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322**

- 33.1 These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item

exceeds \$10,000.

- 33.2 The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

34 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

34.1 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

34.2 Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

35 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier. See section 8.

36 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

36.1 Rights and Remedies of Hernando County

- 36.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.
- 36.1.2. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
- 36.1.3. The right to cancel this Contract as to any or all of the work yet to be performed;

- 36.1.4. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 36.1.5. The right to money damages.
- 36.2. For purposes of this Contract, breach shall include:
 - 36.2.1. Nondiscrimination. The Consultant shall carry out all 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 Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.
 - 36.2.2. Failure to comply with Section 14 Access to Records/Audit section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).
 - 36.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.
 - 36.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.
 - 36.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.
- 36.3. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.
- 36.4. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.
- 36.5. Disputes
 - 36.5.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

36.5.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

36.6. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

36.7. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

36.8. Performance During Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

36.9. Claims for Damages

Claims for Damages Should either party to the Contract suffer injury or damage to person or property because of any negligent, reckless, or intentionally wrongful act or negligent, reckless, or intentionally wrongful omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage

36.10. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

36.11. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

37. FEDERAL CHANGES 49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 For subsequent revisions.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

39. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

39.1. Intellectual Property Rights

- 39.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 39.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 39.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 39.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 39.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 39.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 39.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

SECTION 40 - PROHIBITED INTERESTS

Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. All contracts entered into in connection with the Project or any property included or planned to be included in any Project must include the following provisions: "No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

SECTION 41 - EXTENT OF CONTRACT

This Contract, together with the RFQ No. 23-RG0033/AP, issued June 28, 2023 and the Proposal submitted by Kimley-Horn and Associates Inc., and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
Exhibit B: Standard Labor Rate Schedule and Task Order Form

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



HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

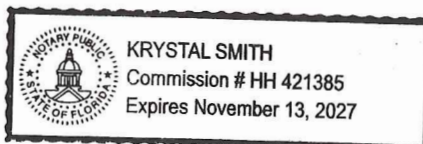
Printed Name and Title of Professional

Firm Name Kimley-Horn and Assoc., Inc.

Chairman

Attest:

Krystal Smith



Attest:

Witness

249

Template approved by CAO LR 22-680-3

EXHIBIT "A" SCOPE OF WORK

I. PURPOSE

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

II. SERVICES

A. Long Range Transportation Plan Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;

9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

B. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

C. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

D. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

E. Aviation Planning

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

F. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and

documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

G. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

H. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged paratransit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include updating the assumptions and information contained in the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

I. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to design and maintain a new website for the MPO independent of Hernando County or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement

consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

III. RESPONSIBILITIES OF THE MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

IV. SUBCONTRACTING

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

V. SPECIFICATIONS FOR WORK

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.

4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

Contract No. 23-RG0033/AP - Metropolitan Planning Organization (MPO) General Planning Consultant

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

PRIME CONSULTANT - Kimley-Horn and Associates, Inc.

Position Classifications	Hourly Rates
Senior Professional	\$323.00
Professional 2	\$255.00
Professional 1	\$195.00
Analyst	\$149.00
Senior Support	\$189.00
Administrative Support	\$102.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

Contract No. 23-RG0033/AP - Metropolitan Planning Organization (MPO) General Planning Consultant

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

SUB-CONSULTANT - Adams Traffic, Inc.

Position Classifications	Hourly Rates
Chief Engineer 2	\$240.00
Sr. Engineering Technician	\$81.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

Contract No. 23-RG0033/AP - Metropolitan Planning Organization (MPO) General Planning Consultant

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT - The Valerin Group, Inc.

Position Classifications	Hourly Rates
Contract Project Manager	\$151.00
Community Outreach Specialist	\$146.00
Graphic Designer	\$132.00
Multimedia Specialist	\$135.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

Contract No. 23-RG0033/AP - Metropolitan Planning Organization (MPO) General Planning Consultant

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT - Bonnie C Landry & Associates

Position Classifications	Hourly Rates
Principal Planner/Quality Control	\$195.00
Senior Planner	\$175.00
GIS Services	\$175.00
Planner II	\$165.00
Planning Technician	\$155.00
Project Manager	\$125.00
Administrative Services	\$100.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

Contract No. 23-RG0033/AP - Metropolitan Planning Organization (MPO) General Planning Consultant

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

SUB-CONSULTANT – InNovo Partners, LLC

Position Classifications	Hourly Rates
Chief Planner	\$302.89
Chief Engineer	\$302.89
Chief Computer Programmer	\$161.54
Senior Engineer	\$277.64
Transportation Data Scientist	\$227.16
Computer Programmer	\$171.64
Planner	\$140.00
Designer	\$227.50
Senior Public Involvement Coordinator	\$151.44

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

PROJECT NAME:	TASK ORDER No.

[illegible]

SUB-TOTAL HOURLY COSTS \$ _____

Out-of-Pocket Expenses (actual cost - not to exceed) \$ _____

Miscellaneous Expenses (Subconsultant) \$

NOT TO EXCEED TOTAL LUMP SUM COST \$

Firm Name: _____ Signature: _____ _____ (Printed Name and Title) _____ Date: _____		<div style="text-align: center; font-weight: bold; margin-bottom: 20px;">HERNANDO COUNTY</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Department Name _____ _____ (Date) </div> <div style="width: 45%;"> Authorized Signature _____ _____ (Printed Name and Title) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"></div> <div style="width: 45%;"> _____ _____ (Date) </div> </div>	
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County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD
RFQ -A/E No. 23-RG0033/AP
RFQ - Metropolitan Planning Organization (MPO) General Planning Consultant
Services

RESPONSE DEADLINE: July 31, 2023 at 10:00 am

Monday, November 27, 2023

TO: All Interested Parties

After a thorough review of the bid(s) received, Hernando County Government staff intends to recommend to the Hernando/Citrus MPO Board of, Florida, that a contract award is approved with:

Alfred Benesch & Company
1000 North Ashley Drive
Tampa, FL 33602
&
Kimley-Horn and Associates, Inc.
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Please be advised that pursuant to Section 120.57(3)(a), (Current Edition), Florida Statutes, "Failure to file a protest within the time prescribed in Section 120.57(3), (Current Edition), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes." Protest bonds are identified under Section 287.042, (Current Edition), Florida Statutes, and protest instructions are identified under Chapter 28-110, (Current Edition), Florida Administrative Code (F.A.C.).

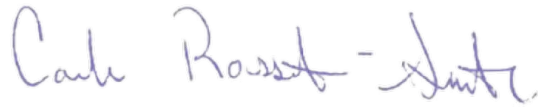
NOTICE OF INTENT TO AWARD

RFQ -A/E No. 23-RG0033/AP

RFQ - Metropolitan Planning Organization (MPO) General Planning Consultant Services

Thank you for your interest in conducting business with Hernando County Government. Your participation is encouraged with regard to the County's future endeavors.

Sincerely,

A handwritten signature in blue ink that reads "Carla Rossiter-Smith". The signature is written in a cursive, flowing style.

Carla Rossiter-Smith

Chief Procurement Officer



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

DATE: September 28, 2023

TO: Alisa Pike, Procurement Coordinator

FROM: Robert Esposito, MPO Executive Director

SUBJECT: Recommendation for Award Bid No. 23-RG0033/APBID
Project Name: Metropolitan Planning Organization (MPO) General Planning Consultant Services

The attached bids received from Kimley-Horn and Associates and Benesch & Associates for the above referenced project/solicitation are submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy 140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: Per Contract
2. Reference checks are satisfactory: ☒ YES ☐ NO
If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

See attached documentation.

6. Provide the funding information: Fund 1031 Dept 34050 Account 5303107

Recommendation Approved By: Robert M. Esposito Date: 9-28-2023
Department Director/Manager

Enclosure

TECHNICAL EVALUATION FOR BID AWARD

ITB# 23-RG0033/APBID

Metropolitan Planning Organization (MPO) General Planning Consultant Services

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

- A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased?

If the bid is considered reasonable/realistic, provide justification for your conclusion.

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

The bids were determined to be reasonable and responsive for the services to be performed. Both Kimley-Horn and Associates and Benesch & Associates (formerly Tindale Oliver & Associates) have been utilized by the MPO for decades. Their work was completed on-time and pursuant to the task orders issued to these companies. The scoring sheets for their response submittals reflected high marks for the areas considered. The companies maintain a tenured, skilled, and responsive staff.

- B. Was an independent County estimate developed prior to soliciting for the procurement?

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

See attached Independent Cost Estimate.

- C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation?

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

YES

TECHNICAL EVALUATION FOR BID AWARD

Page 2

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

N/A for this solicitation.

D. Does the bidder have a satisfactory record of performance?

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact, and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

Attached please find 6 references (3 each per company) from agencies utilizing their services. All references were favorable and positive.

E. Provide your overall recommendation on the Recommendation for Award Form.

See attached Recommendation for Award Form indicating the desire to award contracts to both Kimley-Horn & Associates and Benesch & Associates.

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO) General Planning Consultant Services

RESPONDENT: Indian River County MPO

REFERENCE (Company or Person): Kimley-Horn

PHONE #: 772-226-1990

PERSON YOU SPOKE TO: Brian Freeman, AICP, Exec. Dir.

1. Describe the work contracted by your firm/company.

yes

2. Was the work completed on time?

yes

3. Were you satisfied with the final results?

yes

4. Did you implement their recommendations?

yes

5. Did you encounter any problems?

No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism 5

Qualifications 5

Final Product 5

Cooperation 5

Reliability 5

7. Would you contract with this company again?

Yes

X

No

Maybe

Reference checked by:

B. Freeman

Date:

9-25-23

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO) General Planning Consultant Services

RESPONDENT: Lake-Sumter MPO

REFERENCE (Company or Person): Kimley-Horn

PHONE #: 352-315-0170 Ext 2

PERSON YOU SPOKE TO: Michael Woods, Exec. Dir.

1. Describe the work contracted by your firm/company.

Recent projects: 2045 LRTP 2050 LRTP 2020,21,22,23 LOPP 2023-24 UPWP, 2025-2026 UPWP Virtual Meeting Support 2021,2022, 2023 2020,2021, 2022, 2023 CMP
KHA has been a LSMPO GPC since 2006

2. Was the work completed on time?

YES

3. Were you satisfied with the final results?

YES

4. Did you implement their recommendations?

YES

5. Did you encounter any problems?

NO

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism 5

Qualifications 5

Final Product 5

Cooperation 5

Reliability 5

7. Would you contract with this company again?

Yes X No Maybe

Reference checked by: M Woods Date: 09-21-2023

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO) General
Planning Consultant Services

RESPONDENT: Polk TPO

REFERENCE (Company or Person): Kimley-Horn

PHONE #: 863-534-6558

PERSON YOU SPOKE TO: Ryan Kordek, Trans. Plng Admin.

1. Describe the work contracted by your firm/company.
General Planning Consultant for the Polk TPO for the last 10 years or so. They've done population and employment forecast and complete street action plans. In particular, they helped the Polk TPO with the last two (2) LRTP Updates (2040 and 2045).
2. Was the work completed on time?
Yes
3. Were you satisfied with the final results?
Yes
4. Did you implement their recommendations?
Yes
5. Did you encounter any problems?
Nothing major. William Roll, the PM, always has a solution for what might be encountered.
6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	<u>5</u>
Qualifications	<u>5</u>
Final Product	<u>5</u>
Cooperation	<u>5</u>
Reliability	<u>5</u>

7. Would you contract with this company again?

Yes X No Maybe

Reference checked by:

Robert M. Eyrato

Date:

9-26-2023

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO)
General Planning Consultant Services

RESPONDENT: Collier County MPO

REFERENCE (Company or Person): Benesch (Wally Blain, Project Mgr)

PHONE #: 239-252-5884

PERSON YOU SPOKE TO: Anne McLaughlin

1. Describe the work contracted by your firm/company. Congestion Management Process Update, included the following components:
 - Updated 2022 Congestion Management Process, adopted by Collier MPO 4/8/2022
 - Reviewed Travel on Congested Corridors, developed Fact Sheets for the 10 Most Congested Corridors
 - Countywide Origin and Destination Analysis and Final Report
2. Was the work completed on time? Yes
3. Were you satisfied with the final results? Yes
4. Did you implement their recommendations? Yes
5. Did you encounter any problems? No
6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	<u>5</u>
Qualifications	<u>5</u>
Final Product	<u>5</u>
Cooperation	<u>5</u>
Reliability	<u>5</u>
7. Would you contract with this company again?

Yes X No _____ Maybe _____

Reference checked by: Anne McLaughlin, MPO Director

Date: 9/21/2023

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO) General
Planning Consultant Services

RESPONDENT: Pasco County MPO

REFERENCE (Company or Person): Benesch (Rob Cursey, Project Mgr.)

PHONE #: 727-847-8140

PERSON YOU SPOKE TO: Carl Mikyska, Exec. Director

1. Describe the work contracted by your firm/company.

Benesch (formerly Tindale-Oliver) has been a GPC for Pasco County apparently for the past 10 to 20 years and has done all of the consultant work including the last 3 to 5 LRTPs. They have performed other work as needed such as a traffic counting methodology study, etc.

2. Was the work completed on time?

Yes, with good communication along the way.

3. Were you satisfied with the final results?

Very satisfied.

4. Did you implement their recommendations?

We are implementing their recommendations from the traffic counting methodology. As for previous work, that occurred prior to my time with the MPO.

5. Did you encounter any problems?

None.

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism 5

Qualifications 5

Final Product 5

Cooperation 5

Reliability 5

7. Would you contract with this company again?

Yes X No Maybe

Reference checked by: Carl Mikyska

Date: 09/28/2023

REFERENCE CHECK

BID #: 23-RG0033/APBID

TITLE: Metropolitan Planning Organization (MPO) General Planning Consultant Services

RESPONDENT: Hillsborough County TPO

REFERENCE (Company or Person): Benesch (Rob Cursey, Project Mgr.)

PHONE #: 813-272-5940

PERSON YOU SPOKE TO: Wade Reynolds

1. Describe the work contracted by your firm/company.

Hillsborough County Bicycle Network Plan. This was proposed to develop a methodology/tool for prioritization of roadway segments for bicycle improvements using the County's recently developed Complete Streets Guide and Roadway Context Classification. The second phase of the project saw the development of detailed plans for 4 high-priority segments.

2. Was the work completed on time?

No, but this was not due to the Consultant's performance.

3. Were you satisfied with the final results?

Yes, the Hillsborough TPO Board adopted the Plan in August 2023.

4. Did you implement their recommendations?

The recommendations are being implemented with regard to the prioritization tool. For the specific corridors, it will take time to program funds for implementation.

5. Did you encounter any problems?

We encountered delays but again, not due to the consultant.

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism 4

Qualifications 5

Final Product 5

Cooperation 4

Reliability 5

7. Would you contract with this company again?

Yes X No Maybe

Reference checked by: Wade Reynolds Date: 9/26/2023

REQUEST FOR QUALIFICATIONS, PROPOSALS, OR
CONSTRUCTION (INCLUDES 2 STEP BID)

23-RG0033/AP

RFQ - METROPOLITAN PLANNING ORGANIZATION (MPO)
GENERAL PLANNING CONSULTANT SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: June 28, 2023

DEADLINE FOR QUESTIONS: July 10, 2023

RESPONSE DEADLINE: July 31, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR CONSTRUCTION
(INCLUDES 2 STEP BID)
23-RG0033/AP

RFQ - Metropolitan Planning Organization (MPO) General Planning
Consultant Services

I.	INTRODUCTION.....
II.	PROJECT DETAILS
III.	SELECTION PROCESS
IV.	SUBMITTAL REQUIREMENTS.....
V.	EVALUATION PHASES.....
VI.	DEFINITIONS
VII.	INSTRUCTIONS FOR PREPARING PROPOSALS.....
VIII.	TERMS AND CONDITIONS
IX.	INDEMNITY, SAFETY AND INSURANCE PROVISIONS.....
X.	MAINTENANCE OF RECORDS
XI.	SHORTLISTS, PROTESTS AND LOBBYING.....
XII.	CONE OF SILENCE.....
XIII.	E-VERIFY.....
XIV.	CONTRACT AWARD.....
XV.	CONTRACT TERM/RENEWAL.....
XVI.	SIGNING OF THE AGREEMENT
XVII.	RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION
XVIII.	LIST OF PROPOSERS
XIX.	EXAMINATION OF PROPOSAL DOCUMENTS
XX.	ADDENDA
XXI.	MODIFICATION/ WITHDRAW OF PROPOSAL.....
XXII.	LESS THAN TWO (2) PROPOSALS RECEIVED
XXIII.	REVIEW OF PROPOSER’S FACILITIES AND QUALIFICATIONS
XXIV.	FINANCIAL STRENGTH.....
XXV.	CLARIFICATIONS.....
XXVI.	PUBLIC RECORDS ACT
XXVII.	JOINT VENTURES.....
XXVIII.	PAYMENT.....
XXIX.	SCRUTINIZED COMPANIES

XXX.	DRUG-FREE WORKPLACE
XXXI.	CONVICTED VENDORS.....
XXXII.	NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME
XXXIII.	ACCESS TO RECORDS
XXXIV.	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
XXXV.	CIVIL RIGHTS LAWS AND REGULATIONS.....
XXXVI.	DISADVANTAGED BUSINESS ENTERPRISE (DBE)
XXXVII.	ENERGY CONSERVATION
XXXVIII.	EQUAL EMPLOYMENT OPPORTUNITY
XXXIX.	FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)...
XL.	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.....
XLI.	LOBBYING RESTRICTIONS.....
XLII.	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
XLIII.	NO GOVERNMENT OBLIGATION TO THIRD PARTIES
XLIV.	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....
XLV.	RECYCLED PRODUCTS
XLVI.	SAFE OPERATION OF MOTOR VEHICLES.....
XLVII.	TERMINATION.....
XLVIII.	VIOLATION AND BREACH OF CONTRACT.....
XLIX.	FEDERAL CHANGES
L.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
LI.	PATENT RIGHTS AND RIGHTS IN DATA.....
LII.	VENDOR SUBMISSIONS.....

Attachments:

- A - 275-030-11 FDOT DBE Bid Package Information
- B - 375-030-32 FDOT Suspension Debarment Certification
- C - 375-030-33 FDOT Lobbying Certification
- D - 375-030-34 FDOT Disclosure of Lobbying
- E - 375-040-62_v00 Bid Opportunity List for Commodities & Contractual Services
- F - FDOT Appendices A and E, Title VI

G - 23-RG0033 Sample Contract

1. INTRODUCTION

1.1. Summary

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation (FDOT) is seeking consultant services to provide production and resource support to the Metropolitan Planning Organization (MPO) staff for various transportation planning functions relating to MPO approved projects as part of the Unified Planning Work Program (UPWP).

The required services involve providing support in a variety of technical, graphical, public involvement activities as well as product reviews. The selected Consultant(s) shall have substantial prior experience providing similar services to Metropolitan Planning Organizations. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The selected firms shall be responsible for knowledge of and compliance with all federal and state regulations.

1.2. Contact Information

Alisa Pike

Procurement Coordinator

15470 Flight Path Drive

Brooksville, FL 34604

Email: alisap@co.hernando.fl.us

Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Metropolitan Planning Organization (MPO)

Department Head:

Robert Esposito

MPO Director

1.3. Timeline

Advertisement	June 28, 2023
Date Questions Due	July 10, 2023, 5:00pm
Date Answers Due to all Firms	July 12, 2023, 5:00pm

<p>RFQ Submittal Due</p>	<p>July 31, 2023, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224 One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US Meeting ID: 921 6100 1651 Passcode: 234224 Find your local number: https://hernandoclerk.zoom.us/j/aez7DQVcRq</p>
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<p>Submittal Screening</p>	<p>August 16, 2023</p> <p>Join Zoom Meeting</p> <p>https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>One tap mobile</p> <p>+13052241968,,92161001651#,,,,*234224#</p> <p>US</p> <p>+16469313860,,92161001651#,,,,*234224#</p> <p>US</p> <p>Dial by your location</p> <p>+1 305 224 1968 US</p> <p>+1 646 931 3860 US</p> <p>+1 301 715 8592 US (Washington DC)</p> <p>+1 309 205 3325 US</p> <p>+1 312 626 6799 US (Chicago)</p> <p>+1 646 558 8656 US (New York)</p> <p>+1 669 444 9171 US</p> <p>+1 669 900 6833 US (San Jose)</p> <p>+1 689 278 1000 US</p> <p>+1 719 359 4580 US</p> <p>+1 253 205 0468 US</p> <p>+1 253 215 8782 US (Tacoma)</p> <p>+1 346 248 7799 US (Houston)</p> <p>+1 360 209 5623 US</p> <p>+1 386 347 5053 US</p> <p>+1 507 473 4847 US</p> <p>+1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>Find your local number:</p> <p>https://hernandoclerk.zoom.us/j/aez7DQVcRq</p>
<p>A/E Interview List Released (If applicable and tentative)</p>	<p>August 23, 2023</p>

A/E Oral Interviews (as scheduled, If applicable and tentative)	September 13, 2023 TBD
Negotiation of A/E Contract (tentative date)	October 10, 2023
Contract Approval (projected)	November 7, 2023

2. PROJECT DETAILS

SCOPE OF SERVICES

2.1. Long Range Transportation Plan (LRTP) Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The work must be in accordance with federal and state guidelines for Long-Range Transportation Plans. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis. Such data and analysis of demographic data shall ensure nondiscrimination and equitable distribution of benefits and burdens on the LRTP.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;
9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

2.2. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

2.3. [Systems Management Planning](#)

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

2.4. [Comprehensive Bicycle and Pedestrian Planning](#)

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

2.5. [Aviation Planning](#)

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Bay Regional Airport, Crystal River Airport/Captain Tom David Field Airport, and the Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

2.6. [Regional Coordination](#)

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC) now known as the Sun Coast Transportation Alliance (SCTPA). This may include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and documentation of the regional transportation planning process. Regionally focused management systems applications may also be included. Consultant(s) may be required to attend regional level meetings and interfacing with other jurisdictions in the Florida Department of Transportation District 7 area and statewide.

2.7. [Special Transportation Studies](#)

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

2.8. [Transit Planning](#)

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged para-transit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include the major updates and the annual updating of respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

2.9. [MPO Website Design, Maintenance and Staff Support](#)

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to assist with the design and maintenance of the website for the MPO independent of Hernando County, or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

2.10. [Administrative, Technical and Management Support](#)

The selected Consultant(s) shall have prior experience providing similar services to Metropolitan/Transportation Planning Organizations. All of the work to be performed must follow and be in compliance with federal and state laws, procedures, and guidelines. Work may include assistance

with the Unified Planning Work Program, Transportation Improvement Program, List of Priority Projects, surveys, public participation, freight and intermodal planning, safety & security planning, travel demand, traffic & accessibility modeling, mapping and graphics production, development of project cost estimates, studies and plans supporting or in accordance with current legislative priorities, climate, equity, resilience, and sustainability, assistance with grant applications and compliance, procurement activities, and general administrative support to the MPO

2.11. Responsibilities of the MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

2.12. Subcontracting

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

2.13. Specifications for Work

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.
4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

3. SELECTION PROCESS

3.1. Submittals:

Specific requirements for submittals and scoring criteria are detailed in [Submittal Requirements](#).

Submittals must be received at: <https://secure.procurenow.com/portal/hernandocounty>.

Deadline for receipt is: Monday, July 31, 2023 at 10:00 am.

The Hernando County Board of County Commissioners assume no responsibility for costs related to the preparation of submittals.

3.2. Deadline

Responses may be received up to but not later than Monday, July 31, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hernandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

3.3. Addenda Notification and Acknowledgement

Addenda Notification: Respondents are required to register for an account via the Hernando County Board of County Commissioners e-Procurement Portal hosted by OpenGov. Once Respondent has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hernandocounty>

3.4. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this RFQ via the Hernando County Board of County Commissioners e-Procurement Portal, located at <https://secure.procurenow.com/portal/hernandocounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click "Follow" on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to inquiries.

3.5. Proposal Evaluation Process

1. The Committee will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above.
2. The Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria. The score can be one (1) to the maximum value of one hundred (100).

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

4. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).

5. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.

6. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).

7. At the option of the Board, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable. It is the intent of the County to award multiple firms through the use of a continuing contract. The selection of contract vendors for task assignments will be in accordance with Florida Statute 287.055.

8. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

9. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:

- Reject any or all Proposals or parts thereof
- Issue subsequent Requests for Proposals
- Cancel the entire Request for Qualifications
- Remedy technical errors in the Request for Qualifications
- Negotiate with any, all, or none of the Proposers
- Award a Contract to one (1) or more Proposers or none at all

- Accept other than the lowest price
- Waive informalities and irregularities in Proposals

10. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

11. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

12. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

3.6. Debriefing of Proposers

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract Administrator or Purchasing Agent for a debriefing on the evaluation of their Proposal. The Purchasing Agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for a \$15.00 fee. The debriefing shall include the following minimum information:

1. Key requirements of the solicitation.
2. The overall ranking of all Proposals.
3. The significant weakness or deficiencies in the Proposal in response to the requirements of the solicitation.
4. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
5. If applicable, a summary of the rationale for award.
6. Responses to any relevant questions of the Proposer.

4. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

4.1. PROPOSAL FORMAT

The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal.

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFQ No. 23-RG0033/AP". If Sub-Contractors are proposed, each Sub-Contractor may provide a similar letter, not exceeding one (1) page. It is required the Vendor/Consultant(s) submitting a proposal submit the Bid Opportunity List Form (Attachment # E) within three (3) days of submission of the Proposal for all Sub-Contractors. This is a requirement and failure to comply will deem the Proposal unresponsive. This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, email addresses and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

TAB 2 - Table of Contents (Submit a maximum of one (1) page for this section.)

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the question and then provide responses)

Section A – Project Understanding: Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

Section B – Project Approach: Provide the approach to the project, incorporation of unique concepts and cost saving measures. Submit a maximum of five (5) pages for this section.

Section C – Staffing: Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Submit a maximum of two (2)

pages for each team member. Summarize the team's projected workload during the duration of the project. Submit a maximum of one (1) page describing the team's workload.

Section D – Past Experience: Provide five (5) references which demonstrate experience with similar projects and a demonstration of satisfactory project performance. Include project name, contact names, address, telephone number and email address. Information provided for each project shall include the following:

- Client name, address, telephone number and email
- Description of services provided
- Time period of the project or Contract
- Was the proposing firm the prime consultant delivering the described services?
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate client information, as specified here, may result in disqualification of your Proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

TAB 4 - Required Forms as identified in Section IV (Required Forms).

5. EVALUATION PHASES

5.1. Phase 1 - Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Understanding Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.	Points Based	35 (35% of Total)
2.	Project Approach Provide the approach to the project, incorporation of unique concepts and cost saving measures.	Points Based	25 (25% of Total)
3.	Project Staffing Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Summarize the team's projected workload for the duration of the project.	Points Based	20 (20% of Total)
4.	Past Experience Provide references which demonstrate experience with similar projects and a demonstration of satisfactory project performance.	Points Based	20 (20% of Total)

5.2. Phase 2 - Oral Presentations

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Team Demonstrate team solutions for possible anticipated major challenges on work assignments.	Points Based	20 (33.3% of Total)

2.	Team Communication Demonstrate team communication methodology while performing assignments.	Points Based	20 <i>(33.3% of Total)</i>
3.	Prior Experience Describe your most difficult assignment and how and if it was successfully accomplished.	Points Based	20 <i>(33.3% of Total)</i>

6. DEFINITIONS

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

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

"Contract Documents" means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

"County" means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

"Evaluation Team" means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.

"Minor Irregularity" means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

"Notice of Award" means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

"Notice to Proceed" means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

"Pre-Proposal Meeting" means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.

"Public Opening" means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.

"Proposer" means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

"Responsive" means a Proposal that conforms in all material respects to the Request for Qualifications requirements.

"Responsible Proposer" means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.

"Services" means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-Contractor" means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

"Successful Proposer" means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

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

7. INSTRUCTIONS FOR PREPARING PROPOSALS

1. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFQ.

2. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.

3. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.

4. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.

5. Miscellaneous Requirements:

5.1 The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.

5.2 The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.

5.3 Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

5.4 The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

8. TERMS AND CONDITIONS

1. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
2. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
3. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. The Contract that the County intends to use for award is attached as Exhibit "A" for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
5. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
6. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
7. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
8. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

9. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1. INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. PROTECTION OF PERSONS AND PROPERTY:

2.1 The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. MINIMUM INSURANCE REQUIREMENTS: Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

3.1 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:\$100,000 each accident

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statute 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>.

3.2 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000
GENERAL AGGREGATE.....\$2,000,000
PERSONAL/ADVERTISING INJURY.....\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000
CYBER LIABILITY.....\$3,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)..... \$50,000
MEDICAL EXPENSE (Any one (1) person).....\$5,000

3.3 ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

3.4 WAIVER OF SUBROGATION: Consultant/Firm agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

3.5 AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....\$1,000,000
BODILY INJURY (Per Person).....\$1,000,000
BODILY INJURY (Per Accident).....\$1,000,000
PROPERTY DAMAGE.....\$1,000,000

3.6 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$5,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

3.7 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

3.7.1 Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

3.7.2 Date on which final payment of this Contract has been made by County to Consultant/Firm; or

3.7.3 Date on which the insurable interests in the property of all insured other the County have ceased.

3.7.4 Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

3.8 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds

or negotiable instruments under the custody or care of Consultant/Firm that would inure to the benefit of the County.

3.9 ☐ Not-Required _____ (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

3.10 SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

3.11 RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

3.12 Each insurance policy shall include the following conditions by endorsement to the policy:

3.12.1 Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

3.12.2 Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

3.12.3 The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

3.12.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

3.13 The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

3.14 Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.

3.15 Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

10. MAINTENANCE OF RECORDS

The Proposer/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Proposer/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

1. Keep and maintain records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

11. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: [Hernando County Procurement](#).

12. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

1. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon Contract award.

2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

13. E-VERIFY

1. Consultant/Firm 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, Consultant/Firm represents and warrants (a) that the Consultant/Firm 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 Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

2. A mere allegation of Consultant/Firm'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 Consultant/Firm 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.

3. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:

3.1 The County's Procurement Department at (352) 754-4020: and

3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

4. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm 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 Consultant/Firm 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.

5. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:

5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.2 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.

5.3 Establish a written hiring and employment eligibility verification policy.

5.4 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.

5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

5.6 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.

5.7 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.8 Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.

5.9 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.

5.10 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.

5.11 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.

5.12 Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

14. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Qualifications is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

15. CONTRACT TERM/RENEWAL

The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The Contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

16. SIGNING OF THE AGREEMENT

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Qualifications. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

17. RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION

1. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Qualifications. A Proposal requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Qualifications may be deemed non-responsive.
2. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
3. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.
4. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

18. LIST OF PROPOSERS

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person.

The County will not provide a list of Proposers by telephone.

19. EXAMINATION OF PROPOSAL DOCUMENTS

1. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
2. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
3. The submission of a Proposal in response to this Request for Qualifications shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

20. ADDENDA

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the County's eProcurement Portal. **It is the Proposer's responsibility to be aware of any Addenda that might have bearing on their Proposal before their Proposal is due.** The Proposer will acknowledge receipt of any and all such Addenda. In the event a Proposer fails to acknowledge receipt of such Addenda, their Proposal will be construed as though they have received such Addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All Addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

21. MODIFICATION/ WITHDRAW OF PROPOSAL

1. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
2. Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
3. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

22. LESS THAN TWO (2) PROPOSALS RECEIVED

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer, or reject the Proposal and re-solicit the Services.

23. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

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

24. FINANCIAL STRENGTH

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet or your firm's FDOT Prequalification Letter listing the approved rates.

25. CLARIFICATIONS

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

26. PUBLIC RECORDS ACT

1. Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.
2. Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes (Current Edition), all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
3. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) (Current Edition) of Article I of the Florida Constitution and Section 119.07(1) (Current Edition) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
4. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.
5. Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

27. JOINT VENTURES

1. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

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

2.1 The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2.2 Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

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

28. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Contractor via e-mail. Processing of invoices shall be in accordance with Florida's Prompt Payment Act.

Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specific job. Said invoice(s) shall be submitted to:

HERNANDO-CITRUS MPO
1661 BLAISE DRIVE
BROOKSVILLE, FL 34604

Each invoice shall give a detailed breakdown of the services provided. The method of payment will be lump sum for this project.

The Vendor/Consultant may invoice the County after each work order is complete. Invoice shall reference and be based upon the Quantity Report received after project completion. A Performance Evaluation will be performed by the County upon completion of the project.

Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

Payment to Proposer/Consultant by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Consultant is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Consultant's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Consultant via e-mail.

The County will perform sufficient analysis of proposed change orders to determine the change orders are due to revised/unknown conditions for the project and are not due to errors, omissions, or negligence on behalf of the Engineer/Consultant.

29. SCRUTINIZED COMPANIES

Pursuant to Florida Statutes 287.135 and 215.473 (Current Edition), Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Proposer/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Proposer/Contractor of the County's determination concerning the false certification. The Proposer/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Proposer/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

30. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S. (Current Edition)

Pursuant to Section 440.102(15), F.S. (Current Edition), any Consultant regulated under Parts I and II of Chapter 489, F.S. (Current Edition), who contracts to perform consulting work under a state Contract shall implement a drug-free workplace.

31. CONVICTED VENDORS

Section 287.133, F.S. (Current Edition)

- A. The contractor certifies that they are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S. (Current Edition).
- B. Pursuant to Subsection 287.133(2)(a), F.S. (Current Edition), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, Supplier, Sub-Contractor or Consultant under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (Current Edition), for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

32. NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME

Section 287.133, F.S. (Current Edition).

Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S. (Current Edition).

33. ACCESS TO RECORDS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

31.1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

31.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

31.3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

31.4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

32.1. The Contractor agrees:

32.1.1. It will not use any violating facilities;

32.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

32.1.3. It will report violations of use of prohibited facilities to FTA; and

32.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

35. CIVIL RIGHTS LAWS AND REGULATIONS

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

33.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

33.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

33.2.1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

33.2.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of

disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

36. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

34.1. The DBE participation goal for this Contract is set at 10.65% and is a race neutral aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. Consultants must ensure that subconsultants are paid within 30 days of satisfactory completion of subcontract work and that retainage, if any, is returned within 30 days of completion of the subcontract. Florida's Prompt Payment Act shall apply to the payment for subconsultant work.

34.2. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.

34.3. 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.

34.3.1. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See [See Attachment A-275-030-11 FDOT DBE Bid Package Information](#)

37. ENERGY CONSERVATION

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

38. EQUAL EMPLOYMENT OPPORTUNITY

2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

40. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

36.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Hernando County to be:

36.1.1. Debarred from participation in any federally assisted Award;

36.1.2. Suspended from participation in any federally assisted Award;

36.1.3. Proposed for debarment from participation in any federally assisted Award;

36.1.4. Declared ineligible to participate in any federally assisted Award;

36.1.5. Voluntarily excluded from participation in any federally assisted Award; or

36.1.6. Disqualified from participation in any federally assisted Award

36.2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. [#Attachment B-275-030-32](#)

41. LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Attachments C 375-030-33 and D 375-030-34 100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. [Attachments C 375-030-33 and D 375-030-34](#)

42. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

43. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

38.1. The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

38.2. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

39.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

39.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

39.3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

45. RECYCLED PRODUCTS

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

40.1. These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

40.2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

46. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

41.1. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Hernando County.

41.2. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

47. TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

42.1. Termination for Convenience (General Provision)

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

42.2. Termination for Default [Breach or Cause] (General Provision)

42.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

42.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

42.3. Opportunity to Cure (General Provision)

42.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

42.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

42.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Hernando County shall not limit Hernando

County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

42.5. Termination for Convenience (Professional or Transit Service Contracts)

Hernando County, by written notice, may terminate this contract, in whole or in part, when it is in Hernando County's interest. If this contract is terminated, Hernando County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

42.6. Termination for Default (Supplies and Service)

42.6.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Hernando County may terminate this contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

42.6.2. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

48. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

43.1. Rights and Remedies of Hernando County

43.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

43.1.1.1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

43.1.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

43.1.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

43.1.1.4. The right to money damages.

43.2. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

43.3. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

43.4. Disputes

43.4.1. Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Metropolitan Planning Organization (MPO). This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MPO Director. In connection with any such appeal, the Contractor shall be

afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the MPO Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

43.4.2. Example 2: Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

43.5. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

43.6. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

43.7. Performance during Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

43.8. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

43.9. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

43.10. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

49. FEDERAL CHANGES

49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

50. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F or subsequent revisions

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

51. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

46.1. Intellectual Property Rights

46.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant Hernando County intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

46.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

46.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

46.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of

privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

46.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

46.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

46.1.7. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

52. VENDOR SUBMISSIONS

52.1..... [Ac](#) [knowledge and Attestation*](#)

By responding to this RFP, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

☐ Please confirm

*Response required

52.2..... [Do](#) [wnload Drug Free Workplace Certificate *](#)

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

*Response required

52.3..... [Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*](#)

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

52.4..... [Sworn Statement](#)

52.4.1. *Sworn Statement 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

*Response required

52.4.2. *If you choose option 3, please attach a copy of the final order*

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

52.5..... Authorized Signatures/Negotiators

52.5.1. *Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

52.5.2. *Type of Organization **

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

*Response required

52.5.3. *Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

52.5.4. W9 Form*

Please upload your company's W9 information

*Response required

52.5.5. ACH electronic payment*

An ACH electronic payment method is offered as an alternative to a payment by physical check.
Please select one of the options.

- ☐ Yes, ACH electronic payment method is acceptable.
- ☐ No, ACH electronic payment method is not acceptable.

*Response required

52.5.6. Proof of Real Property Tax*

Please upload your proof of Real Property Tax

*Response required

52.5.7. Copy of Florida Division of Corporations Annual Report*

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

52.6..... [E-Verify Certification](#)

52.6.1. E-Verify Certification *

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

52.6.2. *References **

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

52.6.3. Vendor/Contractor's License*

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

52.6.4. Organization Chart*

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

*Response required

52.7..... [Vendor/Contractor's License](#)

52.7.1. Vendor/Contractor's License*

Please upload all contractors and subcontractors license(s) required for this project.

*Response required

52.8..... [Additional Required Forms](#)

52.8.1. Corporate Affidavit *

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

52.8.2. Vendor Certification Regarding Scrutinized Companies*

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition),

or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

*Response required

52.9..... [Hernando County Employment Disclosure Certification Statement](#)

*52.9.1. Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? **

☐ Yes

☐ No

*Response required

*52.9.2. Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?**

☐ Yes

☐ No

*Response required

52.9.3. *Relatives and Former Hernando County Employees - Roles and Signatures*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

52.10..... [Vendor Survey](#)

52.10.1. *Vendor Survey **

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Select all that apply

- ☐ County's eProcurement Portal (Open Gov Procurement)
- ☐ Newspaper
- ☐ Purchasing and Contracts Advertisement Board
- ☐ Other (Please list in the following question)

*Response required

52.10.2. *Vendor Survey - Other*

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

52.10.3. *Anticipates Services outside the United States or Florida**

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

- ☐ Yes
- ☐ No

*Response required

52.10.4. *Please review sample contract and exhibits.*

Review attached information.

- [23-RG0033 Sample Contract.pdf](#)

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-RG0033/AP**

THIS AGREEMENT made and entered into this 17th day of December, 2023, by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1661 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Alfred Benesch and Company, duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Alfred Benesch and Company, including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 "DEPARTMENT" means the Florida Department of Transportation.
- 1.3 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time, hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.4 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.4.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the MPO.
- 1.5 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

- 1.6 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.7 This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall in a professional and timely manner perform the work included in the Assignment/Task Order. The work shall be consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto as Exhibit A and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 **TASK ORDERS:**
 - 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
 - 2.3.2 The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in

this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND RESPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope or timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- 4.1.1 Lump Sum Method
- 4.1.2 Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2. LUMP SUM METHOD

- 4.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions

stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.

- 4.2.2. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

4.3. HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

4.3.1. DIRECT COSTS

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

4.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

4.3.3. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

4.3.4. EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

4.3.5. REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.3.6. COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

4.3.7. TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)(1a) (Current Edition).

4.3.8. MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

4.4. COST LIMITATION

4.4.1. The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

4.4.2. In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

4.4.3. The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

4.5. TASK ORDER CONTRACT PRICE

4.5.1. The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

4.5.2. In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope

of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

- 4.5.3. CONSULTANT agrees that funds dispersed under this Agreement or Task Orders in excess of \$25,000 and has a term for a period of more than one year, are subject to the provisions of Section 339.135(6)(a), Florida Statutes, and are hereby incorporated into this Agreement as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

4.6. PROGRESS PAYMENTS TO THE CONSULTANT

For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.

- 4.6.1. For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.7. INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

4.8. PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.9. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The

additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

- 5.2.1. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.
- 5.2.2. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.
- 5.2.3. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

- 5.3.1. This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.
- 5.3.2. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affects availability of resources and staff of Alfred Benesch & Company, the client, other Consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Alfred Benesch & Company will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Alfred Benesch & Company will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

5.4 CONTINUING CONTRACT

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- 6.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 6.1.2. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 6.1.3. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- 6.1.4. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- 6.1.5. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2. DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from RFQ No. 23-RG0033/AP shall be the Executive Director of the Hernando/Citrus MPO.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- 8.1.1. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- 8.1.2. The quality of the services performed by the CONSULTANT is not in conformance with the Standard of Care commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- 8.1.3. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- 8.1.4. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 8.1.5. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- 8.1.6. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2. TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- 8.2.1. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- 8.2.2. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- 8.2.3. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default and may immediately terminate this Contract.

8.3. TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4. PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5. ACTION FOLLOWING TERMINATION

- 8.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, neither the CONSULTANT, nor its subconsultants shall be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6. SUSPENSION

- 8.6.1. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are

to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- 8.6.2. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 23-RG0033/AP are incorporated by reference into this Contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any reduction in limits or coverages by endorsement in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in RFQ No. 23-RG0033/AP. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

10.2.1. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 23-RG0033/AP.

10.2.2. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 23-RG0033/AP including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 each occurrence and aggregate or its equivalent.

10.2.3. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 23-RG0033/AP for limits of not less than \$1,000,000 combined single limit each accident or its equivalent.

10.2.4 Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 23-RG0033/AP. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

10.2.5 Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Management
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 – NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO

at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

- 12.1. It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO upon completion of work and final payment, or early termination and any payment due to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Notwithstanding the foregoing or anything to the contrary in the Contract Documents, CONSULTANT's pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of CONSULTANT, that existed before the commencement of the Services and which are included in the documents generated by CONSULTANT under this Contract (collectively, the Pre-Existing Materials), shall remain the property of CONSULTANT. CONSULTANT grants to the MPO (as an exception to the transfer and assignment provided in this Contract) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.
- 12.2. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.
- 12.3. Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.
- 12.4. The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.
- 12.5. The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

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

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT**14.1 RECORDS MAINTENANCE**

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract during the term of this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind,

earthquake, explosion, delays related to the COVID-19 Pandemic, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 – COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS

The MPO, its consultants and subconsultants shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project, or any property included or planned to be included in the Project. Execution of this Agreement constitutes a certification that the MPO and its Consultants are in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

SECTION 20 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

- 20.1. **Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
- 20.2. **Solicitations for Sub-Contractors, 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 Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor 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.
- 20.3. **Information and Reports:** The Consultant 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.
- 20.4. PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

- 21.1. **ACCESS TO RECORDS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633
Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.
- 21.2. **Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 21.3. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation

or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- 21.4. Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

22. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

- 22.1. The Contractor agrees:
- 22.1.1. It will not use any violating facilities;
 - 22.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 - 22.1.3. It will report violations of use of prohibited facilities to FTA; and
 - 22.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

23. CIVIL RIGHTS LAWS AND REGULATIONS

- 23.1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- 23.2. The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.
- 23.3. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- 23.4. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- 23.4.1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 23.4.2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any

23.4.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.3. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

24. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** 49 C.F.R. part 26

- 24.1. The DBE participation goal for this Contract is set at 10.65% and is race neutral or an aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% aspirational of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.
- 24.2. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
- 24.3. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.
- 24.4. 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.
- 24.5. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See Attachment A-275-030-11 FDOT DBE Bid Package Information

25. **ENERGY CONSERVATION** 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. **EQUAL EMPLOYMENT OPPORTUNITY** 2 CFR 200, Appendix II©, 41 CFR § 60-4.3

- 26.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 26.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 26.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 26.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 26.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 26.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 26.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 26.8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 29 USC § 201, et seq

- 27.1. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- 27.2. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

28. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

28.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 28.1.1 Debarred from participation in any federally assisted Award;
 - 28.1.2 Suspended from participation in any federally assisted Award;
 - 28.1.3 Proposed for debarment from participation in any federally assisted Award;
 - 28.1.4 Declared ineligible to participate in any federally assisted Award;
 - 28.1.5 Voluntarily excluded from participation in any federally assisted Award; or
 - 28.1.6 Disqualified from participation in any federally assisted Award
- 28.2 By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29 LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. Attachments C 375-030-33 and D 375-030-34

30 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

31 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 31.1 The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.
- 31.2 The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

32 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 32.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 32.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 32.3 The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

33 RECYCLED PRODUCTS

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

33.1 These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item exceeds \$10,000.

33.2 The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

34 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

34.1 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

34.2 Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

35 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier. See section 8.

36 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

36.1 Rights and Remedies of Hernando County

36.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

36.1.2. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;

36.1.3. The right to cancel this Contract as to any or all of the work yet to be performed;

36.1.4. The right to specific performance, an injunction or any other appropriate equitable remedy; and

36.1.5. The right to money damages.

36.2. For purposes of this Contract, breach shall include:

36.2.1. Nondiscrimination. The Consultant shall carry out all 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 Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.

36.2.2. Failure to comply with Section 14 Access to Records/Audit section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

36.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.

36.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.

36.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.

36.3. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

36.4. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

36.5. Disputes

36.5.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

36.5.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

36.6. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court *de novo* and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

36.7. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

36.8. Performance During Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

36.9. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any negligent, reckless, or intentionally wrongful act or negligent, reckless, or intentionally wrongful omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage

36.10. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

36.11. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

37. FEDERAL CHANGES 49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 For subsequent revisions.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

39. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

39.1. Intellectual Property Rights

- 39.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 39.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 39.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 39.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 39.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 39.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 39.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

SECTION 40 - PROHIBITED INTERESTS

Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. All contracts entered into in connection with the Project or any property included or planned to be included in any Project must include the following provisions: "No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

SECTION 41 - EXTENT OF CONTRACT

This Contract, together with the RFQ No. 23-RG0033/AP, issued and the Proposal submitted by Alfred Benesch and Company, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
Exhibit B: Standard Labor Rate Schedule and Task Order Form

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

(SEAL)

Attest: Mary R. Elwin

Witness: [Signature]

HERNANDO/CITRUS METROPOLITAN PLANNING
ORGANIZATION

RUTHIE DAVIS SCHABACH

Chairman [Signature]

Firm Name Alfred Benesch & Company

By Bill Ball, AICP, Sr. Vice President
Printed Name and Title of Professional

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

Template approved by CAO LR 22-680-3

EXHIBIT "A"
SCOPE OF WORK

I. PURPOSE

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

II. SERVICES

A. Long Range Transportation Plan Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;

9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

B. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

C. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

D. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

E. Aviation Planning

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

F. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and

documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

G. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

H. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged paratransit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include updating the assumptions and information contained in the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

I. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to design and maintain a new website for the MPO independent of Hernando County or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement.

consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

III. RESPONSIBILITIES OF THE MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

IV. SUBCONTRACTING

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

V. SPECIFICATIONS FOR WORK

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.

4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

ALFRED BENESCH & COMPANY

Position Classifications	Hourly Rates
Chief Planner	\$259.00
Senior Planner	\$171.00
Project Planner	\$131.00
Planner	\$106.00
Chief Engineer 1	\$272.00
Senior Engineer 2	\$204.00
Senior Engineer 1	\$239.00
Engineer 2	\$168.00
Engineer 1	\$134.00
Senior Designer	\$123.00
Senior Engineering Technician	\$119.00
Engineering Intern	\$107.00
Engineering Technician	\$107.00
Technician Aid	\$82.00
Senior Computer Programmer	\$221.00
Secretary/Clerical	\$90.00

WSP

Position Classifications	Hourly Rates
Project Manager	\$280.30
Chief Engineer	\$294.95
Senior Engineer	\$252.28
Engineer	\$128.27
Chief Planner	\$329.69
Senior Planner	\$188.25
Planner/GIS Specialist	\$117.26
Senior Visualization/Graphics Specialist	\$185.11
Visualization/Graphics Specialist	\$164.82
Senior Public Engagement Planner	\$167.96
Senior Grant Specialist	\$184.76
CADD Designer	\$72.78

PATEL, GREENE, & ASSOCIATES

Position Classifications	Hourly Rates
Chief Designer	\$157.63
Chief Engineer 1	\$245.18
Chief Engineer 2	\$251.25
Chief Planner	\$201.36
Chief Scientist	\$177.32
Community Outreach Specialist - Senior	\$156.28
Engineer 1	\$150.84
Engineer 2	\$175.96
Engineering Intern	\$113.33
Engineering Technician	\$89.11
Environmental Specialist	\$88.66
Graphic Designer	\$89.77
Landscape Designer/Landscape Planner	\$97.67
Planner	\$109.70

WEY ENGINEERING

Position Classifications	Hourly Rates
Chief Engineering 1	\$228.20
Engineer 1	\$148.40
Engineering Intern	\$110.40
Engineering Technician	\$56.00
Project Manager 1	\$196.00
Senior Designer	\$112.00
Senior Scientist	\$145.60

NATIONAL DATA & SURVEYING SERVICES

Position Classifications	Hourly Rates
Project Manager	\$115.16
Field Manager	\$101.06
Quality Control/Assurance	\$90.48
Secretary/Clerical	\$58.75
Senior Surveyor Tech	\$40.84

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

PROJECT NAME: TASK ORDER No.

[illegible]

NOT TO EXCEED TOTAL LUMP SUM COST

HERNANDO COUNTY					
Firm Name:	_____	Department Name	_____	Authorized Signature	_____
Signature:	_____	(Date)	_____	(Printed Name and Title)	_____
Date:	_____				_____ (Date)

REQUEST FOR QUALIFICATIONS, PROPOSALS, OR
CONSTRUCTION (INCLUDES 2 STEP BID)

23-RG0033/AP

RFQ - METROPOLITAN PLANNING ORGANIZATION (MPO)
GENERAL PLANNING CONSULTANT SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: June 28, 2023

DEADLINE FOR QUESTIONS: July 10, 2023

RESPONSE DEADLINE: July 31, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR CONSTRUCTION
(INCLUDES 2 STEP BID)
23-RG0033/AP

RFQ - Metropolitan Planning Organization (MPO) General Planning
Consultant Services

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LII.	VENDOR SUBMISSIONS.....

Attachments:

A - 275-030-11 FDOT DBE Bid Package Information

B - 375-030-32 FDOT Suspension Debarment Certification

C - 375-030-33 FDOT Lobbying Certification

D - 375-030-34 FDOT Disclosure of Lobbying

E - 375-040-62_v00 Bid Opportunity List for Commodities & Contractual Services

F - FDOT Appendices A and E, Title VI

G - 23-RG0033 Sample Contract

1. INTRODUCTION

1.1. Summary

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation (FDOT) is seeking consultant services to provide production and resource support to the Metropolitan Planning Organization (MPO) staff for various transportation planning functions relating to MPO approved projects as part of the Unified Planning Work Program (UPWP).

The required services involve providing support in a variety of technical, graphical, public involvement activities as well as product reviews. The selected Consultant(s) shall have substantial prior experience providing similar services to Metropolitan Planning Organizations. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The selected firms shall be responsible for knowledge of and compliance with all federal and state regulations.

1.2. Contact Information

Alisa Pike

Procurement Coordinator
15470 Flight Path Drive
Brooksville, FL 34604
Email: alisap@co.hernando.fl.us
Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Metropolitan Planning Organization (MPO)

Department Head:

Robert Esposito
MPO Director

1.3. Timeline

Advertisement	June 28, 2023
Date Questions Due	July 10, 2023, 5:00pm
Date Answers Due to all Firms	July 12, 2023, 5:00pm

<p>RFQ Submittal Due</p>	<p>July 31, 2023, 10:00am</p> <p>Join Zoom Meeting</p> <p>https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>One tap mobile</p> <p>+13052241968,,92161001651#,,,,*234224# US</p> <p>+16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location</p> <p>+1 305 224 1968 US</p> <p>+1 646 931 3860 US</p> <p>+1 301 715 8592 US (Washington DC)</p> <p>+1 309 205 3325 US</p> <p>+1 312 626 6799 US (Chicago)</p> <p>+1 646 558 8656 US (New York)</p> <p>+1 669 444 9171 US</p> <p>+1 669 900 6833 US (San Jose)</p> <p>+1 689 278 1000 US</p> <p>+1 719 359 4580 US</p> <p>+1 253 205 0468 US</p> <p>+1 253 215 8782 US (Tacoma)</p> <p>+1 346 248 7799 US (Houston)</p> <p>+1 360 209 5623 US</p> <p>+1 386 347 5053 US</p> <p>+1 507 473 4847 US</p> <p>+1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>Find your local number:</p> <p>https://hernandoclerk.zoom.us/j/aez7DQVcRg</p>
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<p>Submittal Screening</p>	<p>August 16, 2023</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
<p>A/E Interview List Released (If applicable and tentative)</p>	<p>August 23, 2023</p>

A/E Oral Interviews (as scheduled, If applicable and tentative)	September 13, 2023 TBD
Negotiation of A/E Contract (tentative date)	October 10, 2023
Contract Approval (projected)	November 7, 2023

2. PROJECT DETAILS

SCOPE OF SERVICES

2.1. Long Range Transportation Plan (LRTP) Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The work must be in accordance with federal and state guidelines for Long-Range Transportation Plans. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis. Such data and analysis of demographic data shall ensure nondiscrimination and equitable distribution of benefits and burdens on the LRTP.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;
9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

2.2. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

2.3. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

2.4. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

2.5. Aviation Planning

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Bay Regional Airport, Crystal River Airport/Captain Tom David Field Airport, and the Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

2.6. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC) now known as the Sun Coast Transportation Alliance (SCTPA). This may include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and documentation of the regional transportation planning process. Regionally focused management systems applications may also be included. Consultant(s) may be required to attend regional level meetings and interfacing with other jurisdictions in the Florida Department of Transportation District 7 area and statewide.

2.7. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

2.8. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged para-transit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include the major updates and the annual updating of respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

2.9. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to assist with the design and maintenance of the website for the MPO independent of Hernando County, or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

2.10. Administrative, Technical and Management Support

The selected Consultant(s) shall have prior experience providing similar services to Metropolitan/Transportation Planning Organizations. All of the work to be performed must follow and be in compliance with federal and state laws, procedures, and guidelines. Work may include assistance

with the Unified Planning Work Program, Transportation Improvement Program, List of Priority Projects, surveys, public participation, freight and intermodal planning, safety & security planning, travel demand, traffic & accessibility modeling, mapping and graphics production, development of project cost estimates, studies and plans supporting or in accordance with current legislative priorities, climate, equity, resilience, and sustainability, assistance with grant applications and compliance, procurement activities, and general administrative support to the MPO

2.11. Responsibilities of the MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

2.12. Subcontracting

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

2.13. Specifications for Work

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.
4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

3. SELECTION PROCESS

3.1. Submittals:

Specific requirements for submittals and scoring criteria are detailed in [Submittal Requirements](#).

Submittals must be received at: <https://secure.procurenow.com/portal/hernandocounty>.

Deadline for receipt is: Monday, July 31, 2023 at 10:00 am.

The Hernando County Board of County Commissioners assume no responsibility for costs related to the preparation of submittals.

3.2. Deadline

Responses may be received up to but not later than Monday, July 31, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hernandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

3.3. Addenda Notification and Acknowledgement

Addenda Notification: Respondents are required to register for an account via the Hernando County Board of County Commissioners e-Procurement Portal hosted by OpenGov. Once Respondent has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hernandocounty>

3.4. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this RFQ via the Hernando County Board of County Commissioners e-Procurement Portal, located at <https://secure.procurenow.com/portal/hernandocounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click "Follow" on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to inquiries.

3.5. Proposal Evaluation Process

1. The Committee will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above.
2. The Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria. The score can be one (1) to the maximum value of one hundred (100).

3. The scores for all evaluation criteria for each Proposer will be summed and averaged. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the table above.
4. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
5. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
6. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
7. At the option of the Board, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable. It is the intent of the County to award multiple firms through the use of a continuing contract. The selection of contract vendors for task assignments will be in accordance with Florida Statute 287.055.
8. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
9. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
 - Reject any or all Proposals or parts thereof
 - Issue subsequent Requests for Proposals
 - Cancel the entire Request for Qualifications
 - Remedy technical errors in the Request for Qualifications
 - Negotiate with any, all, or none of the Proposers
 - Award a Contract to one (1) or more Proposers or none at all

- Accept other than the lowest price
- Waive informalities and irregularities in Proposals

10. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

11. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

12. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

3.6. Debriefing of Proposers

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract Administrator or Purchasing Agent for a debriefing on the evaluation of their Proposal. The Purchasing Agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for a \$15.00 fee. The debriefing shall include the following minimum information:

1. Key requirements of the solicitation.
2. The overall ranking of all Proposals.
3. The significant weakness or deficiencies in the Proposal in response to the requirements of the solicitation.
4. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
5. If applicable, a summary of the rationale for award.
6. Responses to any relevant questions of the Proposer.

4. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

4.1. PROPOSAL FORMAT

The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal.

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFQ No. 23-RG0033/AP". If Sub-Contractors are proposed, each Sub-Contractor may provide a similar letter, not exceeding one (1) page. It is required the Vendor/Consultant(s) submitting a proposal submit the Bid Opportunity List Form (Attachment # E) within three (3) days of submission of the Proposal for all Sub-Contractors. This is a requirement and failure to comply will deem the Proposal unresponsive. This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, email addresses and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

TAB 2 - Table of Contents (Submit a maximum of one (1) page for this section.)

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the question and then provide responses)

Section A – Project Understanding: Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

Section B – Project Approach: Provide the approach to the project, incorporation of unique concepts and cost saving measures. Submit a maximum of five (5) pages for this section.

Section C – Staffing: Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Submit a maximum of two (2)

pages for each team member. Summarize the team's projected workload during the duration of the project. Submit a maximum of one (1) page describing the team's workload.

Section D – Past Experience: Provide five (5) references which demonstrate experience with similar projects and a demonstration of satisfactory project performance. Include project name, contact names, address, telephone number and email address. Information provided for each project shall include the following:

- Client name, address, telephone number and email
- Description of services provided
- Time period of the project or Contract
- Was the proposing firm the prime consultant delivering the described services?
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate client information, as specified here, may result in disqualification of your Proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

TAB 4 - Required Forms as identified in Section IV (Required Forms).

5. EVALUATION PHASES

5.1. Phase 1 - Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Understanding Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.	Points Based	35 <i>(35% of Total)</i>
2.	Project Approach Provide the approach to the project, incorporation of unique concepts and cost saving measures.	Points Based	25 <i>(25% of Total)</i>
3.	Project Staffing Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Summarize the team's projected workload for the duration of the project.	Points Based	20 <i>(20% of Total)</i>
4.	Past Experience Provide references which demonstrate experience with similar projects and a demonstration of satisfactory project performance.	Points Based	20 <i>(20% of Total)</i>

5.2. Phase 2 - Oral Presentations

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Team Demonstrate team solutions for possible anticipated major challenges on work assignments.	Points Based	20 <i>(33.3% of Total)</i>

2.	Team Communication Demonstrate team communication methodology while performing assignments.	Points Based	20 <i>(33.3% of Total)</i>
3.	Prior Experience Describe your most difficult assignment and how and if it was successfully accomplished.	Points Based	20 <i>(33.3% of Total)</i>

6. DEFINITIONS

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

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

"Contract Documents" means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

"County" means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

"Evaluation Team" means MPO employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the MPO the Successful Proposer for an award.

"Minor Irregularity" means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

"MPO" means The Hernando/Citrus Metropolitan Planning Organization

"Notice of Award" means a written notice submitted by the MPO notifying the Successful Proposer that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the MPO notifying the Successful Proposer that the MPO intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

"Pre-Proposal Meeting" means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.

"Public Opening" means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.

"Proposer" means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

"Responsive" means a Proposal that conforms in all material respects to the Request for Qualifications requirements.

"Responsible Proposer" means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.

"Services" means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-Contractor" means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

"Successful Proposer" means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

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

7. INSTRUCTIONS FOR PREPARING PROPOSALS

1. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFQ.
2. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
3. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
4. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.
5. Miscellaneous Requirements:
 - 5.1 The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
 - 5.2 The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
 - 5.3 Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
 - 5.4 The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

8. TERMS AND CONDITIONS

1. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
2. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
3. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. The Contract that the County intends to use for award is attached as Exhibit "A" for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
5. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
6. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
7. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
8. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

9. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1. **INDEMNITY:** To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. PROTECTION OF PERSONS AND PROPERTY:

2.1 The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. **MINIMUM INSURANCE REQUIREMENTS:** Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

3.1 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:\$100,000 each accident

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statute 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>.

3.2 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000
GENERAL AGGREGATE.....\$2,000,000
PERSONAL/ADVERTISING INJURY.....\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000
CYBER LIABILITY.....\$3,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)..... \$50,000
MEDICAL EXPENSE (Any one (1) person).....\$5,000

3.3 ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

3.4 WAIVER OF SUBROGATION: Consultant/Firm agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

3.5 AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....\$1,000,000
BODILY INJURY (Per Person).....\$1,000,000
BODILY INJURY (Per Accident).....\$1,000,000
PROPERTY DAMAGE.....\$1,000,000

3.6 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$5,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

3.7 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

3.7.1 Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

3.7.2 Date on which final payment of this Contract has been made by County to Consultant/Firm; or

3.7.3 Date on which the insurable interests in the property of all insured other the County have ceased.

3.7.4 Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

3.8 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds

or negotiable instruments under the custody or care of Consultant/Firm that would inure to the benefit of the County.

3.9 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

3.10 SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

3.11 RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

3.12 Each insurance policy shall include the following conditions by endorsement to the policy:

3.12.1 Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

3.12.2 Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

3.12.3 The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

3.12.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

3.13 The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

3.14 Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.

3.15 Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

10. MAINTENANCE OF RECORDS

The Proposer/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Proposer/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

1. Keep and maintain records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

11. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: [Hernando County Procurement](#).

12. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

1. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

13. E-VERIFY

1. Consultant/Firm 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, Consultant/Firm represents and warrants (a) that the Consultant/Firm 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 Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
2. A mere allegation of Consultant/Firm'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 Consultant/Firm 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.
3. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 3.1 The County's Procurement Department at (352) 754-4020: and
 - 3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
4. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm 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 Consultant/Firm 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.
5. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 5.2 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.
 - 5.3 Establish a written hiring and employment eligibility verification policy.
 - 5.4 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.

5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

5.6 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.

5.7 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.8 Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.

5.9 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.

5.10 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.

5.11 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.

5.12 Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

14. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Qualifications is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

15. CONTRACT TERM/RENEWAL

The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The Contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

16. SIGNING OF THE AGREEMENT

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Qualifications. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

17. RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION

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

2. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

3. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

4. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

18. LIST OF PROPOSERS

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person.

The County will not provide a list of Proposers by telephone.

19. EXAMINATION OF PROPOSAL DOCUMENTS

1. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
2. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
3. The submission of a Proposal in response to this Request for Qualifications shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

20. ADDENDA

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the County's eProcurement Portal. **It is the Proposer's responsibility to be aware of any Addenda that might have bearing on their Proposal before their Proposal is due.** The Proposer will acknowledge receipt of any and all such Addenda. In the event a Proposer fails to acknowledge receipt of such Addenda, their Proposal will be construed as though they have received such Addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All Addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

21. MODIFICATION/ WITHDRAW OF PROPOSAL

1. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
2. Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
3. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

22. LESS THAN TWO (2) PROPOSALS RECEIVED

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer, or reject the Proposal and re-solicit the Services.

23. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

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

24. FINANCIAL STRENGTH

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet or your firm's FDOT Prequalification Letter listing the approved rates.

25. CLARIFICATIONS

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

26. PUBLIC RECORDS ACT

1. Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.
2. Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes (Current Edition), all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
3. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) (Current Edition) of Article I of the Florida Constitution and Section 119.07(1) (Current Edition) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
4. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.
5. Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

27. JOINT VENTURES

1. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

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

2.1 The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2.2 Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

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

28. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Contractor via e-mail. Processing of invoices shall be in accordance with Florida's Prompt Payment Act.

Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specific job. Said invoice(s) shall be submitted to:

HERNANDO-CITRUS MPO
1661 BLAISE DRIVE
BROOKSVILLE, FL 34604

Each invoice shall give a detailed breakdown of the services provided. The method of payment will be lump sum for this project.

The Vendor/Consultant may invoice the County after each work order is complete. Invoice shall reference and be based upon the Quantity Report received after project completion. A Performance Evaluation will be performed by the County upon completion of the project.

Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

Payment to Proposer/Consultant by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Consultant is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Consultant's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Consultant via e-mail.

The County will perform sufficient analysis of proposed change orders to determine the change orders are due to revised/unknown conditions for the project and are not due to errors, omissions, or negligence on behalf of the Engineer/Consultant.

29. SCRUTINIZED COMPANIES

Pursuant to Florida Statutes 287.135 and 215.473 (Current Edition), Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Proposer/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Proposer/Contractor of the County's determination concerning the false certification. The Proposer/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Proposer/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

30. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S. (Current Edition)

Pursuant to Section 440.102(15), F.S. (Current Edition), any Consultant regulated under Parts I and II of Chapter 489, F.S. (Current Edition), who contracts to perform consulting work under a state Contract shall implement a drug-free workplace.

31. CONVICTED VENDORS

Section 287.133, F.S. (Current Edition)

- A. The contractor certifies that they are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S. (Current Edition).
- B. Pursuant to Subsection 287.133(2)(a), F.S. (Current Edition), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, Supplier, Sub-Contractor or Consultant under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (Current Edition), for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

32. NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME

Section 287.133, F.S. (Current Edition).

Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S. (Current Edition).

33. ACCESS TO RECORDS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

31.1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

31.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

31.3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

31.4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

32.1. The Contractor agrees:

32.1.1. It will not use any violating facilities;

32.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

32.1.3. It will report violations of use of prohibited facilities to FTA; and

32.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

35. CIVIL RIGHTS LAWS AND REGULATIONS

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

33.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

33.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

33.2.1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

33.2.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of

disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

36. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

34.1. The DBE participation goal for this Contract is set at 10.65% and is a race neutral aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. Consultants must ensure that subconsultants are paid within 30 days of satisfactory completion of subcontract work and that retainage, if any, is returned within 30 days of completion of the subcontract. Florida's Prompt Payment Act shall apply to the payment for subconsultant work.

34.2. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.

34.3. 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.

34.3.1. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See [See Attachment A-275-030-11 FDOT DBE Bid Package Information](#)

37. ENERGY CONSERVATION

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

38. EQUAL EMPLOYMENT OPPORTUNITY

2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

40. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

36.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Hernando County to be:

- 36.1.1. Debarred from participation in any federally assisted Award;
- 36.1.2. Suspended from participation in any federally assisted Award;
- 36.1.3. Proposed for debarment from participation in any federally assisted Award;
- 36.1.4. Declared ineligible to participate in any federally assisted Award;
- 36.1.5. Voluntarily excluded from participation in any federally assisted Award; or
- 36.1.6. Disqualified from participation in any federally assisted Award

36.2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. [#Attachment B-275-030-32](#)

41. LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Attachments C 375-030-33 and D 375-030-34 100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. [Attachments C 375-030-33 and D 375-030-34](#)

42. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

43. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

38.1. The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

38.2. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

39.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

39.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

39.3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

45. RECYCLED PRODUCTS

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

40.1. These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

40.2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

46. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

41.1. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Hernando County.

41.2. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

47. TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

42.1. Termination for Convenience (General Provision)

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

42.2. Termination for Default [Breach or Cause] (General Provision)

42.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

42.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

42.3. Opportunity to Cure (General Provision)

42.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

42.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

42.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Hernando County shall not limit Hernando

County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

42.5. Termination for Convenience (Professional or Transit Service Contracts)

Hernando County, by written notice, may terminate this contract, in whole or in part, when it is in Hernando County's interest. If this contract is terminated, Hernando County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

42.6. Termination for Default (Supplies and Service)

42.6.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Hernando County may terminate this contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

42.6.2. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

48. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

43.1. Rights and Remedies of Hernando County

43.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

43.1.1.1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

43.1.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

43.1.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

43.1.1.4. The right to money damages.

43.2. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

43.3. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

43.4. Disputes

43.4.1. Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Metropolitan Planning Organization (MPO). This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MPO Director. In connection with any such appeal, the Contractor shall be

afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the MPO Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

43.4.2. Example 2: Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

43.5. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

43.6. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

43.7. Performance during Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

43.8. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

43.9. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

43.10. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

49. FEDERAL CHANGES

49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

50. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F or subsequent revisions

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

51. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

46.1. Intellectual Property Rights

46.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant Hernando County intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

46.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

46.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

46.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of

privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

46.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

46.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

46.1.7. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

52. VENDOR SUBMISSIONS

52.1..... [Ac](#) [knowledge and Attestation*](#)

By responding to this RFP, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

☐ Please confirm

*Response required

52.2..... [Do](#) [wnload Drug Free Workplace Certificate *](#)

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

*Response required

52.3..... [Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*](#)

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

52.4..... [Sworn Statement](#)

52.4.1. *Sworn Statement 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

*Response required

52.4.2. If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

52.5..... Authorized Signatures/Negotiators

52.5.1. Authorized Signatures/Negotiators *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

52.5.2. Type of Organization *

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

*Response required

52.5.3. Company ID*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

52.5.4. W9 Form*

Please upload your company's W9 information

*Response required

52.5.5. ACH electronic payment*

An ACH electronic payment method is offered as an alternative to a payment by physical check.
Please select one of the options.

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is not acceptable.

*Response required

52.5.6. Proof of Real Property Tax*

Please upload your proof of Real Property Tax

*Response required

52.5.7. Copy of Florida Division of Corporations Annual Report*

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

**52.6..... E-
Verify Certification**

52.6.1. E-Verify Certification *

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

52.6.2. *References* *

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

52.6.3. *Vendor/Contractor's License**

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

52.6.4. *Organization Chart**

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

*Response required

52.7..... [Vendor/Contractor's License](#)

52.7.1. *Vendor/Contractor's License**

Please upload all contractors and subcontractors license(s) required for this project.

*Response required

52.8..... [Additional Required Forms](#)

52.8.1. *Corporate Affidavit **

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

52.8.2. *Vendor Certification Regarding Scrutinized Companies**

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition),

or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

*Response required

52.9..... [Hernando County Employment Disclosure Certification Statement](#)

52.9.1. *Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years?*

*

☐ Yes

☐ No

*Response required

52.9.2. *Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?**

☐ Yes

☐ No

*Response required

52.9.3. *Relatives and Former Hernando County Employees - Roles and Signatures*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

52.10..... [Vendor Survey](#)

52.10.1. *Vendor Survey **

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Select all that apply

- ☐ County's eProcurement Portal (Open Gov Procurement)
- ☐ Newspaper
- ☐ Purchasing and Contracts Advertisement Board
- ☐ Other (Please list in the following question)

*Response required

52.10.2. *Vendor Survey - Other*

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

52.10.3. *Anticipates Services outside the United States or Florida**

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

- ☐ Yes
- ☐ No

*Response required

52.10.4. *Please review sample contract and exhibits.*

Review attached information.

- [23-RG0033 Sample Contract.pdf](#)

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-RG0033/AP**

THIS AGREEMENT made and entered into this 7th day of December, 2023 by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1661 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Kimley-Horn and Associates Inc., duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Kimley-Horn and Associates Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 "DEPARTMENT" means the Florida Department of Transportation.
- 1.3 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time, hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTs. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.4 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.4.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the MPO.
- 1.5 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

- 1.6 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.7 This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto as Exhibit A and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 **TASK ORDERS:**
- 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
- 2.3.2 The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in

this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND RESPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

4.1.1 Lump Sum Method

4.1.2. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2. LUMP SUM METHOD

- 4.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and

specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.

- 4.2.2. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

4.3. HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

4.3.1. DIRECT COSTS

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

4.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

4.3.3. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

4.3.4. EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

4.3.5. REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.3.6. COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

4.3.7. TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)(1a) (Current Edition).

4.3.8. MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

4.4. COST LIMITATION

4.4.1. The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

4.4.2. In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

4.4.3. The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

4.5. TASK ORDER CONTRACT PRICE

4.5.1. The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

4.5.2. In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope

of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

- 4.5.3. CONSULTANT agrees that funds dispersed under this Agreement or Task Orders in excess of \$25,000 and has a term for a period of more than one year, are subject to the provisions of Section 339.135(6)(a), Florida Statutes, and are hereby incorporated into this Agreement as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

4.6. PROGRESS PAYMENTS TO THE CONSULTANT

For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.

- 4.6.1. For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.7. INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

4.8. PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.9. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The

additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

- 5.2.1. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.
- 5.2.2. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.
- 5.2.3. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

- 5.3.1. This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.
- 5.3.2. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affects availability of resources and staff of Kimley-Horn and Associates Inc, the client, other Consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn and Associates Inc will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn and Associates Inc will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

5.4 CONTINUING CONTRACT

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- 6.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 6.1.2. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 6.1.3. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- 6.1.4. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- 6.1.5. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2. DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from **RFQ No. 23-RG0033/AP** shall be the Executive Director of the Hernando/Citrus MPO.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- 8.1.1. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- 8.1.2. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- 8.1.3. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- 8.1.4. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 8.1.5. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- 8.1.6. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2. TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- 8.2.1. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- 8.2.2. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- 8.2.3. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default and may immediately terminate this Contract.

8.3. TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4. PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5. ACTION FOLLOWING TERMINATION

- 8.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6. SUSPENSION

- 8.6.1. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT

called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- 8.6.2. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 23-RG0033/AP are incorporated by reference into this Contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in **RFQ No. 23-RG0033/AP**. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

10.2.1. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 23-RG0033/AP.

10.2.2. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 23-RG0033/AP including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

10.2.3. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 23-RG0033/AP for limits of not less than \$1,000,000 CSL or its equivalent.

10.2.4 Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 23-RG0033/AP. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

10.2.5 Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Management
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO

at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

- 12.1. It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.
- 12.2. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.
- 12.3. Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.
- 12.4. The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.
- 12.5. The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

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

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing

his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, delays related to the COVID-19 Pandemic, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 – COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS

The MPO, its consultants and subconsultants shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project, or any property included or planned to be included in the Project. Execution of this Agreement constitutes a certification that the MPO and its Consultants are in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

SECTION 20 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

- 20.1. Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
- 20.2. Solicitations for Sub-Contractors, 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 Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor 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.
- 20.3. Information and Reports:** The Consultant 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.
- 20.4. PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 21 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS**21.1. ACCESS TO RECORDS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

21.2. Record Retention. The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.**21.3. Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 21.4. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 21.5. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

22. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

- 22.1. The Contractor agrees:
- 22.1.1. It will not use any violating facilities;
 - 22.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 - 22.1.3. It will report violations of use of prohibited facilities to FTA; and
 - 22.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

23. CIVIL RIGHTS LAWS AND REGULATIONS

- 23.1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- 23.2. The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.
- 23.3. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- 23.4. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- 23.4.1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 23.4.2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

23.4.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

24. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 C.F.R. part 26

- 24.1. The DBE participation goal for this Contract is set at 10.65% and is race neutral or an aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% aspirational of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.
- 24.2. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
- 24.3. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.
- 24.4. 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.
- 24.5. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See Attachment A-275-030-11 FDOT DBE Bid Package Information

25. ENERGY CONSERVATION 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. EQUAL EMPLOYMENT OPPORTUNITY 2 CFR 200, Appendix II©, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

- 26.1. The contractor will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 26.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 26.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 26.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 26.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 26.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 26.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 26.8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 29 USC § 201, et seq

- 27.1. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and

child labor standards for full and part-time workers.

- 27.2. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

28. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

28.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 28.1.1 Debarred from participation in any federally assisted Award;
- 28.1.2 Suspended from participation in any federally assisted Award;
- 28.1.3 Proposed for debarment from participation in any federally assisted Award;
- 28.1.4 Declared ineligible to participate in any federally assisted Award;
- 28.1.5 Voluntarily excluded from participation in any federally assisted Award; or
- 28.1.6 Disqualified from participation in any federally assisted Award

- 28.2 By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29 LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

- 18 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. Attachments C 375-030-33 and D 375-030-34

30 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

31 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 31.1 The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.
- 31.2 The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

32 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31**

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 32.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 32.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 32.3 The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

33 RECYCLED PRODUCTS**42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322**

- 33.1 These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item

exceeds \$10,000.

- 33.2 The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

34 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

34.1 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

34.2 Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

35 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier. See section 8.

36 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

36.1 Rights and Remedies of Hernando County

- 36.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.
- 36.1.2. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
- 36.1.3. The right to cancel this Contract as to any or all of the work yet to be performed;

36.1.4. The right to specific performance, an injunction or any other appropriate equitable remedy; and

36.1.5. The right to money damages.

36.2. For purposes of this Contract, breach shall include:

36.2.1. Nondiscrimination. The Consultant shall carry out all 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 Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.

36.2.2. Failure to comply with Section 14 Access to Records/Audit section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

36.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.

36.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.

36.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.

36.3. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

36.4. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

36.5. Disputes

36.5.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

- 36.5.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.
- 36.6. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court *de novo* and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.
- 36.7. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.
- 36.8. Performance During Dispute
- Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 36.9. Claims for Damages
- Claims for Damages Should either party to the Contract suffer injury or damage to person or property because of any negligent, reckless, or intentionally wrongful act or negligent, reckless, or intentionally wrongful omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage
- 36.10. Remedies
- Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.
- 36.11. Rights and Remedies
- The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

37. FEDERAL CHANGES 49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 For subsequent revisions.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

39. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

39.1. Intellectual Property Rights

- 39.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 39.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 39.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 39.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 39.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 39.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 39.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

SECTION 40 - PROHIBITED INTERESTS

Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. All contracts entered into in connection with the Project or any property included or planned to be included in any Project must include the following provisions: "No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

SECTION 41 - EXTENT OF CONTRACT

This Contract, together with the RFQ No. 23-RG0033/AP, issued June 28, 2023 and the Proposal submitted by Kimley-Horn and Associates Inc., and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
Exhibit B: Standard Labor Rate Schedule and Task Order Form

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



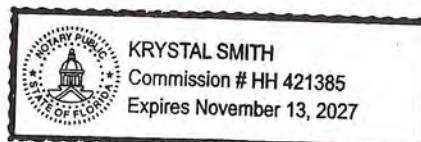
By Mark B. Wilson, Senior V.P.
Printed Name and Title of Professional

HERNANDO/CITRUS METROPOLITAN PLANNING
ORGANIZATION

Firm Name Kimley-Horn and Assoc., Inc.

Ruthie Davis Schlachach
Chairman RUTHIE DAVIS SCHLABACH

Attest: Krystal Smith



Attest: Mary K. Elwin

Witness 242

Template approved by CAO LR 22-680-3

EXHIBIT "A"
SCOPE OF WORK

I. PURPOSE

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

II. SERVICES

A. Long Range Transportation Plan Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;

9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

B. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

C. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

D. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

E. Aviation Planning

The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

F. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and

documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

G. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

H. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged paratransit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include updating the assumptions and information contained in the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

I. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to design and maintain a new website for the MPO independent of Hernando County or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement

consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

III. RESPONSIBILITIES OF THE MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

IV. SUBCONTRACTING

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

V. SPECIFICATIONS FOR WORK

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.

4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

PRIME CONSULTANT - Kimley-Horn and Associates, Inc.

Position Classifications	Hourly Rates
Senior Professional	\$323.00
Professional 2	\$255.00
Professional 1	\$195.00
Analyst	\$149.00
Senior Support	\$189.00
Administrative Support	\$102.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT - Adams Traffic, Inc.

Position Classifications	Hourly Rates
Chief Engineer 2	\$240.00
Sr. Engineering Technician	\$81.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT - The Valerin Group, Inc.

Position Classifications	Hourly Rates
Contract Project Manager	\$151.00
Community Outreach Specialist	\$146.00
Graphic Designer	\$132.00
Multimedia Specialist	\$135.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT - Bonnie C Landry & Associates

Position Classifications	Hourly Rates
Principal Planner/Quality Control	\$195.00
Senior Planner	\$175.00
GIS Services	\$175.00
Planner II	\$165.00
Planning Technician	\$155.00
Project Manager	\$125.00
Administrative Services	\$100.00

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

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SUB-CONSULTANT – InNovo Partners, LLC

Position Classifications	Hourly Rates
Chief Planner	\$302.89
Chief Engineer	\$302.89
Chief Computer Programmer	\$161.54
Senior Engineer	\$277.64
Transportation Data Scientist	\$227.16
Computer Programmer	\$171.64
Planner	\$140.00
Designer	\$227.50
Senior Public Involvement Coordinator	\$151.44

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for all times/wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

REQUEST FOR QUALIFICATIONS, PROPOSALS, OR
CONSTRUCTION (INCLUDES 2 STEP BID)

23-RG0033/AP

RFQ - METROPOLITAN PLANNING ORGANIZATION (MPO)
GENERAL PLANNING CONSULTANT SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: June 28, 2023

DEADLINE FOR QUESTIONS: July 10, 2023

RESPONSE DEADLINE: July 31, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR CONSTRUCTION
(INCLUDES 2 STEP BID)
23-RG0033/AP

RFQ - Metropolitan Planning Organization (MPO) General Planning
Consultant Services

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IV.	SUBMITTAL REQUIREMENTS.....
V.	EVALUATION PHASES.....
VI.	DEFINITIONS
VII.	INSTRUCTIONS FOR PREPARING PROPOSALS.....
VIII.	TERMS AND CONDITIONS
IX.	INDEMNITY, SAFETY AND INSURANCE PROVISIONS.....
X.	MAINTENANCE OF RECORDS
XI.	SHORTLISTS, PROTESTS AND LOBBYING.....
XII.	CONE OF SILENCE.....
XIII.	E-VERIFY.....
XIV.	CONTRACT AWARD.....
XV.	CONTRACT TERM/RENEWAL.....
XVI.	SIGNING OF THE AGREEMENT
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XVIII.	LIST OF PROPOSERS
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XXXII.	NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME
XXXIII.	ACCESS TO RECORDS
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XXXVIII.	EQUAL EMPLOYMENT OPPORTUNITY
XXXIX.	FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)...
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XLI.	LOBBYING RESTRICTIONS.....
XLII.	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
XLIII.	NO GOVERNMENT OBLIGATION TO THIRD PARTIES
XLIV.	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....
XLV.	RECYCLED PRODUCTS
XLVI.	SAFE OPERATION OF MOTOR VEHICLES.....
XLVII.	TERMINATION.....
XLVIII.	VIOLATION AND BREACH OF CONTRACT.....
XLIX.	FEDERAL CHANGES
L.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
LI.	PATENT RIGHTS AND RIGHTS IN DATA
LII.	VENDOR SUBMISSIONS.....

Attachments:

A - 275-030-11 FDOT DBE Bid Package Information

B - 375-030-32 FDOT Suspension Debarment Certification

C - 375-030-33 FDOT Lobbying Certification

D - 375-030-34 FDOT Disclosure of Lobbying

E - 375-040-62_v00 Bid Opportunity List for Commodities & Contractual Services

F - FDOT Appendices A and E, Title VI

G - 23-RG0033 Sample Contract

1. INTRODUCTION

1.1. Summary

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation (FDOT) is seeking consultant services to provide production and resource support to the Metropolitan Planning Organization (MPO) staff for various transportation planning functions relating to MPO approved projects as part of the Unified Planning Work Program (UPWP).

The required services involve providing support in a variety of technical, graphical, public involvement activities as well as product reviews. The selected Consultant(s) shall have substantial prior experience providing similar services to Metropolitan Planning Organizations. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The selected firms shall be responsible for knowledge of and compliance with all federal and state regulations.

1.2. Contact Information

Alisa Pike

Procurement Coordinator
15470 Flight Path Drive
Brooksville, FL 34604
Email: alisap@co.hernando.fl.us
Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Metropolitan Planning Organization (MPO)

Department Head:

Robert Esposito
MPO Director

1.3. Timeline

Advertisement	June 28, 2023
Date Questions Due	July 10, 2023, 5:00pm
Date Answers Due to all Firms	July 12, 2023, 5:00pm

<p>RFQ Submittal Due</p>	<p>July 31, 2023, 10:00am</p> <p>Join Zoom Meeting</p> <p>https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>One tap mobile</p> <p>+13052241968,,92161001651#,,,,*234224# US</p> <p>+16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location</p> <p>+1 305 224 1968 US</p> <p>+1 646 931 3860 US</p> <p>+1 301 715 8592 US (Washington DC)</p> <p>+1 309 205 3325 US</p> <p>+1 312 626 6799 US (Chicago)</p> <p>+1 646 558 8656 US (New York)</p> <p>+1 669 444 9171 US</p> <p>+1 669 900 6833 US (San Jose)</p> <p>+1 689 278 1000 US</p> <p>+1 719 359 4580 US</p> <p>+1 253 205 0468 US</p> <p>+1 253 215 8782 US (Tacoma)</p> <p>+1 346 248 7799 US (Houston)</p> <p>+1 360 209 5623 US</p> <p>+1 386 347 5053 US</p> <p>+1 507 473 4847 US</p> <p>+1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>Find your local number:</p> <p>https://hernandoclerk.zoom.us/j/aez7DQVcRg</p>
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<p>Submittal Screening</p>	<p>August 16, 2023</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
<p>A/E Interview List Released (If applicable and tentative)</p>	<p>August 23, 2023</p>

A/E Oral Interviews (as scheduled, If applicable and tentative)	September 13, 2023 TBD
Negotiation of A/E Contract (tentative date)	October 10, 2023
Contract Approval (projected)	November 7, 2023

2. PROJECT DETAILS

SCOPE OF SERVICES

2.1. Long Range Transportation Plan (LRTP) Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The work must be in accordance with federal and state guidelines for Long-Range Transportation Plans. The consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis. Such data and analysis of demographic data shall ensure nondiscrimination and equitable distribution of benefits and burdens on the LRTP.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;
9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

2.2. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

2.3. Systems Management Planning

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

2.4. Comprehensive Bicycle and Pedestrian Planning

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning is considered to be an integral component of an effective multi-modal transportation system.

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The consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Bay Regional Airport, Crystal River Airport/Captain Tom David Field Airport, and the Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

2.6. Regional Coordination

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC) now known as the Sun Coast Transportation Alliance (SCTPA). This may include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and documentation of the regional transportation planning process. Regionally focused management systems applications may also be included. Consultant(s) may be required to attend regional level meetings and interfacing with other jurisdictions in the Florida Department of Transportation District 7 area and statewide.

2.7. Special Transportation Studies

1. Multi-Modal Needs Planning

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

2. Other Activities

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

2.8. Transit Planning

1. Transportation Disadvantaged Para-transit Services

The consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged para-transit and transit service.

2. Ongoing Transit Planning

The consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This effort may include the major updates and the annual updating of respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

2.9. MPO Website Design, Maintenance and Staff Support

1. MPO Website

The MPO's website is currently hosted through Hernando County. The consultant(s) will be required to assist with the design and maintenance of the website for the MPO independent of Hernando County, or assist the MPO in updating the current website. Either option is intended to further enhance opportunities for public and stakeholder involvement and accessibility, increase public awareness regarding the MPO and its role, and provide additional opportunities for public involvement consistent with Federal and State requirements. The goal is to have a website that is more interactive, includes additional information, provides opportunities for public comments and surveys, and is ADA compliant. Activities include, but are not limited to:

- Electronic media and social media to promote the MPO's activities, current events, plans and programs and expand network of communications,
- Update and maintain all MPO web-based applications
- Interactive mapping with project information
- Develop and migrate website and respective applications to a new platform
- Maintenance of MPO website/MPO project websites/MPO social media platforms, new MPO website

2.10. Administrative, Technical and Management Support

The selected Consultant(s) shall have prior experience providing similar services to Metropolitan/Transportation Planning Organizations. All of the work to be performed must follow and be in compliance with federal and state laws, procedures, and guidelines. Work may include assistance

with the Unified Planning Work Program, Transportation Improvement Program, List of Priority Projects, surveys, public participation, freight and intermodal planning, safety & security planning, travel demand, traffic & accessibility modeling, mapping and graphics production, development of project cost estimates, studies and plans supporting or in accordance with current legislative priorities, climate, equity, resilience, and sustainability, assistance with grant applications and compliance, procurement activities, and general administrative support to the MPO

2.11. Responsibilities of the MPO

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

2.12. Subcontracting

Services assigned to Subconsultants must be approved in advance by the MPO. Any Subconsultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any proposed Subconsultants must be included as part of the Request for Qualifications (RFQ).

2.13. Specifications for Work

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.
4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the consultant outlining what this entails.

3. SELECTION PROCESS

3.1. Submittals:

Specific requirements for submittals and scoring criteria are detailed in [Submittal Requirements](#).

Submittals must be received at: <https://secure.procurenow.com/portal/hernandocounty>.

Deadline for receipt is: Monday, July 31, 2023 at 10:00 am.

The Hernando County Board of County Commissioners assume no responsibility for costs related to the preparation of submittals.

3.2. Deadline

Responses may be received up to but not later than Monday, July 31, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hernandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

3.3. Addenda Notification and Acknowledgement

Addenda Notification: Respondents are required to register for an account via the Hernando County Board of County Commissioners e-Procurement Portal hosted by OpenGov. Once Respondent has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hernandocounty>

3.4. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this RFQ via the Hernando County Board of County Commissioners e-Procurement Portal, located at <https://secure.procurenow.com/portal/hernandocounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click "Follow" on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to inquiries.

3.5. Proposal Evaluation Process

1. The Committee will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above.
2. The Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria. The score can be one (1) to the maximum value of one hundred (100).

3. The scores for all evaluation criteria for each Proposer will be summed and averaged. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the table above.
4. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
5. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
6. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
7. At the option of the Board, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable. It is the intent of the County to award multiple firms through the use of a continuing contract. The selection of contract vendors for task assignments will be in accordance with Florida Statute 287.055.
8. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
9. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
 - Reject any or all Proposals or parts thereof
 - Issue subsequent Requests for Proposals
 - Cancel the entire Request for Qualifications
 - Remedy technical errors in the Request for Qualifications
 - Negotiate with any, all, or none of the Proposers
 - Award a Contract to one (1) or more Proposers or none at all

- Accept other than the lowest price
- Waive informalities and irregularities in Proposals

10. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

11. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

12. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

3.6. Debriefing of Proposers

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract Administrator or Purchasing Agent for a debriefing on the evaluation of their Proposal. The Purchasing Agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for a \$15.00 fee. The debriefing shall include the following minimum information:

1. Key requirements of the solicitation.
2. The overall ranking of all Proposals.
3. The significant weakness or deficiencies in the Proposal in response to the requirements of the solicitation.
4. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
5. If applicable, a summary of the rationale for award.
6. Responses to any relevant questions of the Proposer.

4. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

4.1. PROPOSAL FORMAT

The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal.

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFQ No. 23-RG0033/AP". If Sub-Contractors are proposed, each Sub-Contractor may provide a similar letter, not exceeding one (1) page. It is required the Vendor/Consultant(s) submitting a proposal submit the Bid Opportunity List Form (Attachment # E) within three (3) days of submission of the Proposal for all Sub-Contractors. This is a requirement and failure to comply will deem the Proposal unresponsive. This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, email addresses and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

TAB 2 - Table of Contents (Submit a maximum of one (1) page for this section.)

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the question and then provide responses)

Section A – Project Understanding: Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

Section B – Project Approach: Provide the approach to the project, incorporation of unique concepts and cost saving measures. Submit a maximum of five (5) pages for this section.

Section C – Staffing: Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Submit a maximum of two (2)

pages for each team member. Summarize the team's projected workload during the duration of the project. Submit a maximum of one (1) page describing the team's workload.

Section D – Past Experience: Provide five (5) references which demonstrate experience with similar projects and a demonstration of satisfactory project performance. Include project name, contact names, address, telephone number and email address. Information provided for each project shall include the following:

- Client name, address, telephone number and email
- Description of services provided
- Time period of the project or Contract
- Was the proposing firm the prime consultant delivering the described services?
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate client information, as specified here, may result in disqualification of your Proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

TAB 4 - Required Forms as identified in Section IV (Required Forms).

5. EVALUATION PHASES

5.1. Phase 1 - Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Understanding Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.	Points Based	35 <i>(35% of Total)</i>
2.	Project Approach Provide the approach to the project, incorporation of unique concepts and cost saving measures.	Points Based	25 <i>(25% of Total)</i>
3.	Project Staffing Provide staffing quality, experience and availability, proposed Sub-Consultants, and interrelationship between your firm and the proposed Sub-Consultants. Summarize the team's projected workload for the duration of the project.	Points Based	20 <i>(20% of Total)</i>
4.	Past Experience Provide references which demonstrate experience with similar projects and a demonstration of satisfactory project performance.	Points Based	20 <i>(20% of Total)</i>

5.2. Phase 2 - Oral Presentations

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Team Demonstrate team solutions for possible anticipated major challenges on work assignments.	Points Based	20 <i>(33.3% of Total)</i>

2.	Team Communication Demonstrate team communication methodology while performing assignments.	Points Based	20 <i>(33.3% of Total)</i>
3.	Prior Experience Describe your most difficult assignment and how and if it was successfully accomplished.	Points Based	20 <i>(33.3% of Total)</i>

6. DEFINITIONS

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

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

"Contract Documents" means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

"County" means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

"Evaluation Team" means MPO employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the MPO the Successful Proposer for an award.

"Minor Irregularity" means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

"MPO" means The Hernando/Citrus Metropolitan Planning Organization

"Notice of Award" means a written notice submitted by the MPO notifying the Successful Proposer that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the MPO notifying the Successful Proposer that the MPO intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

"Pre-Proposal Meeting" means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.

"Public Opening" means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.

"Proposer" means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

"Responsive" means a Proposal that conforms in all material respects to the Request for Qualifications requirements.

"Responsible Proposer" means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.

"Services" means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-Contractor" means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

"Successful Proposer" means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

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

7. INSTRUCTIONS FOR PREPARING PROPOSALS

1. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFQ.
2. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
3. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
4. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.
5. Miscellaneous Requirements:
 - 5.1 The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
 - 5.2 The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
 - 5.3 Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
 - 5.4 The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

8. TERMS AND CONDITIONS

1. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
2. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
3. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. The Contract that the County intends to use for award is attached as Exhibit "A" for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
5. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
6. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
7. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
8. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

9. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1. **INDEMNITY:** To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. PROTECTION OF PERSONS AND PROPERTY:

2.1 The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. **MINIMUM INSURANCE REQUIREMENTS:** Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

3.1 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:\$100,000 each accident

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statute 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>.

3.2 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000
 GENERAL AGGREGATE.....\$2,000,000
 PERSONAL/ADVERTISING INJURY.....\$1,000,000
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000
 CYBER LIABILITY.....\$3,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)..... \$50,000
 MEDICAL EXPENSE (Any one (1) person).....\$5,000

3.3 ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

3.4 WAIVER OF SUBROGATION: Consultant/Firm agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

3.5 AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....\$1,000,000
 BODILY INJURY (Per Person).....\$1,000,000
 BODILY INJURY (Per Accident).....\$1,000,000
 PROPERTY DAMAGE.....\$1,000,000

3.6 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$5,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

3.7 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

3.7.1 Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

3.7.2 Date on which final payment of this Contract has been made by County to Consultant/Firm; or

3.7.3 Date on which the insurable interests in the property of all insured other the County have ceased.

3.7.4 Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

3.8 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds

or negotiable instruments under the custody or care of Consultant/Firm that would inure to the benefit of the County.

3.9 ☐ Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

3.10 SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

3.11 RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

3.12 Each insurance policy shall include the following conditions by endorsement to the policy:

3.12.1 Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

3.12.2 Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

3.12.3 The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

3.12.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

3.13 The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

3.14 Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.

3.15 Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

10. MAINTENANCE OF RECORDS

The Proposer/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Proposer/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

1. Keep and maintain records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

11. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: [Hernando County Procurement](#).

12. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

1. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

13. E-VERIFY

1. Consultant/Firm 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, Consultant/Firm represents and warrants (a) that the Consultant/Firm 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 Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
2. A mere allegation of Consultant/Firm'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 Consultant/Firm 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.
3. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 3.1 The County's Procurement Department at (352) 754-4020: and
 - 3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
4. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm 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 Consultant/Firm 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.
5. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 5.2 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.
 - 5.3 Establish a written hiring and employment eligibility verification policy.
 - 5.4 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.

5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

5.6 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.

5.7 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.8 Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.

5.9 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.

5.10 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.

5.11 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.

5.12 Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

14. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Qualifications is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

15. CONTRACT TERM/RENEWAL

The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The Contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

16. SIGNING OF THE AGREEMENT

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Qualifications. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

17. RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION

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

2. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

3. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

4. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

18. LIST OF PROPOSERS

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person.

The County will not provide a list of Proposers by telephone.

19. EXAMINATION OF PROPOSAL DOCUMENTS

1. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
2. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
3. The submission of a Proposal in response to this Request for Qualifications shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

20. ADDENDA

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the County's eProcurement Portal. **It is the Proposer's responsibility to be aware of any Addenda that might have bearing on their Proposal before their Proposal is due.** The Proposer will acknowledge receipt of any and all such Addenda. In the event a Proposer fails to acknowledge receipt of such Addenda, their Proposal will be construed as though they have received such Addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All Addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

21. MODIFICATION/ WITHDRAW OF PROPOSAL

1. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
2. Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
3. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

22. LESS THAN TWO (2) PROPOSALS RECEIVED

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer, or reject the Proposal and re-solicit the Services.

23. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

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

24. FINANCIAL STRENGTH

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet or your firm's FDOT Prequalification Letter listing the approved rates.

25. CLARIFICATIONS

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

26. PUBLIC RECORDS ACT

1. Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.
2. Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes (Current Edition), all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
3. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) (Current Edition) of Article I of the Florida Constitution and Section 119.07(1) (Current Edition) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
4. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.
5. Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

27. JOINT VENTURES

1. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

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

2.1 The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2.2 Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

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

28. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Contractor via e-mail. Processing of invoices shall be in accordance with Florida's Prompt Payment Act.

Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specific job. Said invoice(s) shall be submitted to:

HERNANDO-CITRUS MPO
1661 BLAISE DRIVE
BROOKSVILLE, FL 34604

Each invoice shall give a detailed breakdown of the services provided. The method of payment will be lump sum for this project.

The Vendor/Consultant may invoice the County after each work order is complete. Invoice shall reference and be based upon the Quantity Report received after project completion. A Performance Evaluation will be performed by the County upon completion of the project.

Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

Payment to Proposer/Consultant by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Consultant is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Consultant's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Consultant via e-mail.

The County will perform sufficient analysis of proposed change orders to determine the change orders are due to revised/unknown conditions for the project and are not due to errors, omissions, or negligence on behalf of the Engineer/Consultant.

29. SCRUTINIZED COMPANIES

Pursuant to Florida Statutes 287.135 and 215.473 (Current Edition), Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Proposer/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Proposer/Contractor of the County's determination concerning the false certification. The Proposer/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Proposer/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

30. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S. (Current Edition)

Pursuant to Section 440.102(15), F.S. (Current Edition), any Consultant regulated under Parts I and II of Chapter 489, F.S. (Current Edition), who contracts to perform consulting work under a state Contract shall implement a drug-free workplace.

31. CONVICTED VENDORS

Section 287.133, F.S. (Current Edition)

- A. The contractor certifies that they are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S. (Current Edition).
- B. Pursuant to Subsection 287.133(2)(a), F.S. (Current Edition), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, Supplier, Sub-Contractor or Consultant under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (Current Edition), for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

32. NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME

Section 287.133, F.S. (Current Edition).

Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S. (Current Edition).

33. ACCESS TO RECORDS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

31.1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

31.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

31.3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

31.4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

32.1. The Contractor agrees:

32.1.1. It will not use any violating facilities;

32.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

32.1.3. It will report violations of use of prohibited facilities to FTA; and

32.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

35. CIVIL RIGHTS LAWS AND REGULATIONS

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

33.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

33.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

33.2.1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

33.2.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

33.2.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of

disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

36. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

34.1. The DBE participation goal for this Contract is set at 10.65% and is a race neutral aspirational goal. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive. It is the policy of the Florida Department of Transportation that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. Consultants must ensure that subconsultants are paid within 30 days of satisfactory completion of subcontract work and that retainage, if any, is returned within 30 days of completion of the subcontract. Florida's Prompt Payment Act shall apply to the payment for subconsultant work.

34.2. Hernando County and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts.

34.3. 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.

34.3.1. "The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant 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." See [See Attachment A-275-030-11 FDOT DBE Bid Package Information](#)

37. ENERGY CONSERVATION

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

38. EQUAL EMPLOYMENT OPPORTUNITY

2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

40. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

36.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Hernando County to be:

- 36.1.1. Debarred from participation in any federally assisted Award;
- 36.1.2. Suspended from participation in any federally assisted Award;
- 36.1.3. Proposed for debarment from participation in any federally assisted Award;
- 36.1.4. Declared ineligible to participate in any federally assisted Award;
- 36.1.5. Voluntarily excluded from participation in any federally assisted Award; or
- 36.1.6. Disqualified from participation in any federally assisted Award

36.2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. [#Attachment B-275-030-32](#)

41. LOBBYING RESTRICTIONS

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Attachments C 375-030-33 and D 375-030-34 100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Hernando County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Hernando County. [Attachments C 375-030-33 and D 375-030-34](#)

42. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

43. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

38.1. The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

38.2. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

39.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

39.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

39.3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

45. RECYCLED PRODUCTS

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

40.1. These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

40.2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

46. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

41.1. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Hernando County.

41.2. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

47. TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

42.1. Termination for Convenience (General Provision)

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

42.2. Termination for Default [Breach or Cause] (General Provision)

42.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

42.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

42.3. Opportunity to Cure (General Provision)

42.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

42.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

42.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Hernando County shall not limit Hernando

County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

42.5. Termination for Convenience (Professional or Transit Service Contracts)

Hernando County, by written notice, may terminate this contract, in whole or in part, when it is in Hernando County's interest. If this contract is terminated, Hernando County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

42.6. Termination for Default (Supplies and Service)

42.6.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Hernando County may terminate this contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

42.6.2. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

48. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

43.1. Rights and Remedies of Hernando County

43.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

43.1.1.1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

43.1.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

43.1.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

43.1.1.4. The right to money damages.

43.2. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

43.3. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

43.4. Disputes

43.4.1. Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Metropolitan Planning Organization (MPO). This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MPO Director. In connection with any such appeal, the Contractor shall be

afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the MPO Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

43.4.2. Example 2: Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

43.5. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

43.6. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

43.7. Performance during Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

43.8. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

43.9. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

43.10. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

49. FEDERAL CHANGES

49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

50. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F or subsequent revisions

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

51. PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401

46.1. Intellectual Property Rights

46.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant Hernando County intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

46.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

46.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

46.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of

privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

46.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

46.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

46.1.7. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

52. VENDOR SUBMISSIONS

52.1..... [Ac](#) [knowledge and Attestation*](#)

By responding to this RFP, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

☐ Please confirm

*Response required

52.2..... [Do](#) [wnload Drug Free Workplace Certificate *](#)

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

*Response required

52.3..... [Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*](#)

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

52.4..... [Sworn Statement](#)

52.4.1. *Sworn Statement 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

*Response required

52.4.2. If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

52.5..... [Authorized Signatures/Negotiators](#)

52.5.1. Authorized Signatures/Negotiators *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

52.5.2. Type of Organization *

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

*Response required

52.5.3. Company ID*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

52.5.4. W9 Form*

Please upload your company's W9 information

*Response required

52.5.5. ACH electronic payment*

An ACH electronic payment method is offered as an alternative to a payment by physical check.
Please select one of the options.

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is not acceptable.

*Response required

52.5.6. Proof of Real Property Tax*

Please upload your proof of Real Property Tax

*Response required

52.5.7. Copy of Florida Division of Corporations Annual Report*

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

**52.6..... E-
Verify Certification**

52.6.1. E-Verify Certification *

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

52.6.2. *References* *

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

52.6.3. *Vendor/Contractor's License**

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

52.6.4. *Organization Chart**

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

*Response required

52.7..... [Vendor/Contractor's License](#)

52.7.1. *Vendor/Contractor's License**

Please upload all contractors and subcontractors license(s) required for this project.

*Response required

52.8..... [Additional Required Forms](#)

52.8.1. *Corporate Affidavit **

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

52.8.2. *Vendor Certification Regarding Scrutinized Companies**

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition),

or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

*Response required

52.9..... [Hernando County Employment Disclosure Certification Statement](#)

52.9.1. *Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years?*

*

☐ Yes

☐ No

*Response required

52.9.2. *Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?**

☐ Yes

☐ No

*Response required

52.9.3. *Relatives and Former Hernando County Employees - Roles and Signatures*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

52.10..... [Vendor Survey](#)

52.10.1. *Vendor Survey **

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Select all that apply

- ☐ County's eProcurement Portal (Open Gov Procurement)
- ☐ Newspaper
- ☐ Purchasing and Contracts Advertisement Board
- ☐ Other (Please list in the following question)

*Response required

52.10.2. *Vendor Survey - Other*

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

52.10.3. *Anticipates Services outside the United States or Florida**

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

- ☐ Yes
- ☐ No

*Response required

52.10.4. *Please review sample contract and exhibits.*

Review attached information.

- [23-RG0033 Sample Contract.pdf](#)



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

December 7, 2023

Alfred Benesch & Company
Attn: Bill Ball, AICP, Sr. Vice President
1000 N. Ashley Dr, Suite 400
Tampa, FL 33602

Via Email: bball@benesch.com

**RE: Notice of Award for Contract No. 23-RG0033/AP
Metropolitan Planning Organization (MPO) General Planning Consultant Services**

Dear Mr. Ball:

Please be advised that the MPO has approved the award of the above-referenced Contract to your firm.

The Contract, as approved, is effective for a period of thirty-six (36) months beginning December 7, 2023 through December 7, 2026 with two (2) one-year optional renewal period(s). To remain compliant, your certificate(s) of insurance ("COI") must remain current at the required amounts specified in the Solicitation Documents.

A copy of the executed Contract is attached for your records. If you have any further questions, please contact Alisa Pike, Procurement Coordinator, via email at alisap@hernandocounty.us or via telephone at 352/754-4020.

Sincerely,

For Carla Rossiter-Smith MSM PMP
Chief Procurement Officer

Attachment

pc via email: Toni Brady, Deputy County Administrator
Robert Esposito, Executive Director Hernando Citrus MPO
Carla Rossiter-Smith, Chief Procurement Officer
Mary Elwin, MPO Coordinator

cc: Finance
Clerk of the Court
Contract File No. 23-RG0033/AP,



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

December 7, 2023

Kimley-Horn and Associates, Inc.
Attn: William E. Roll Jr. AICP, CNU-A
189 S. Orange Ave, Suite 1000
Orlando, FL 32801

Via Email: William.Roll@kimley-horn.com

**RE: Notice of Award for Contract No. 23-RG0033/AP
Metropolitan Planning Organization (MPO) General Planning Consultant Services**

Dear Mr. Roll:

Please be advised that the MPO has approved the award of the above-referenced Contract to your firm.

The Contract, as approved, is effective for a period of thirty-six (36) months beginning December 7, 2023 through December 7, 2026 with two (2) one-year optional renewal period(s). To remain compliant, your certificate(s) of insurance ("COI") must remain current at the required amounts specified in the Solicitation Documents.

A copy of the executed Contract is attached for your records. If you have any further questions, please contact Alisa Pike, Procurement Coordinator, via email at alisap@hernandocounty.us or via telephone at 352/754-4020.

Sincerely,

For Carla Rossiter-Smith MSM PMP
Chief Procurement Officer

Attachment

pc via email: Toni Brady, Deputy County Administrator
Robert Esposito, Executive Director Hernando Citrus MPO
Carla Rossiter-Smith, Chief Procurement Officer
Mary Elwin, MPO Coordinator

cc: Finance
Clerk of the Court
Contract File No. 23-RG0033/AP,



AGENDA ITEM

TITLE

Appointment of Member to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB)

BRIEF OVERVIEW

The purpose of the Transportation Disadvantaged Local Coordinating Board (LCB) is to identify local service needs and to provide information, advice, and direction to the Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged within Citrus County, through the Florida Coordinated Transportation System (FCTS), in accordance with Chapter 427.0157, Florida Statutes, and Rule 41-2.012 of the Florida Administrative Code.

Mr. Dave Douglas currently serves on the Transportation Disadvantaged Local Coordinating Board (LCB) and his term will expire January 31, 2024. Mr. Douglas has submitted an application for reappointment to the Transportation Disadvantaged Local Coordinating Board (LCB) in the position of Citizen Advocate-Transit User as a Primary Means. Mr. Douglas's application is attached for the MPO Board's review.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 427.0157, Florida Statutes, and Rule 41-2 of the Florida Administrative Code, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review Mr. Dave Douglas's application and re-appoint Mr. Douglas to serve as a member of the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) in the position of Citizen Advocate-Transit User as a Primary Means. The period of membership is January 31, 2024, through January 30, 2027.

RESULT:	ADOPTED
MOVER:	Rebecca Bays
SECONDER:	Cabot McBride
AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
BOARD / COMMITTEE APPLICATION**

(Please type or print clearly.)

Name David Stanton Douglas
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? _____ Citrus County? ☒ For how long? 30 years

Do you reside within the city limits of Brooksville? _____ Crystal River? _____ Inverness? Beverly Hills

Physical Address 20 Beverly Hills Blvd City Beverly Hills Zip 34465

Mailing Address (if different) Same City Same Zip Same

Telephone (home) 352-744-9354 (business/other) _____ Email ddouglas2522@gmail.com

Education B.A. Saint Leo College
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Present Employment Retired School Teacher

These committees may require travel outside of your county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to remain active and keep current on committee issues and participate in meetings? Yes

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/2nd degree misdemeanor? No

(Answering yes does not automatically disqualify you for consideration)

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action: _____

Please state your reasons for applying to this Board/Committee: I have been on this board several years. It is one way I can serve the people of the county.

Please list three references, including addresses, phone numbers and email address.

1. Joanne Granger - 1300 S. Lecanto Hwy Lecanto - Joanne Granger@citrusboke.com
2. Krysta Milodantri - 20 Beverly Hills Blvd - kmilodantri@gmail.com
3. Taylor Budonsky - 127 Bomber Rd Winter Haven
TBudonsky@gmail.com

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the State Sunshine Law.

APPLICANT'S SIGNATURE Dale L. Douglas DATE Nov. 15 2023

POSITION APPLYING FOR: Citrus Transportation
VOLUNTARY Disadvantage LCB (ALL POSITIONS ARE STRICTLY

☐ BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2 year term, 11 members

☐ CITIZENS ADVISORY COMMITTEE (CAC) – 2 year term, 11 members

☒ **HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3 year term, 17 members (some positions require agency participation.)**

Completed applications may be submitted to the Hernando/Citrus MPO, 1661 Blaise Drive,
Brooksville, Florida 34601, email mpo@hernandocounty.us, or fax to 352-754-4420.



AGENDA ITEM

TITLE

Review and Approval of the Update to the Hernando/Citrus MPO's Public Participation Plan (PPP)

BRIEF OVERVIEW

Pursuant to 23 C.F.R. 450.316, each Metropolitan Planning Organization (MPO) is required to adopt a Public Participation Plan (PPP). The PPP is intended to provide direction for public involvement activities to be conducted and strives to include all interested parties. PPPs are required to be periodically reviewed to ensure a full and open participation process. The last update was adopted on December 15, 2022. The major updates to the PPP include the following:

- Legal citations have been added, where applicable.
- Publishing of legal notices in a newspaper was removed as public notice will be in the form of the placement on the MPO webpage.
- Removed posting notices on social media sites by the MPO. Public Notices will be sent to the public information office of Hernando and Citrus counties for posting on their respective websites.
- The UPWP section was updated for definitions on financial modifications/amendments in accordance with requirements of the Florida Department of Transportation.
- MPO Committee and Transportation Disadvantaged Local Coordinating Board meeting details were updated.
- The MPO volunteer application was updated and incorporated into the PPP.
- The Appendix A was updated to reflect PPP amendments and modifications post adoption.

A 45-day public review period is required on the PPP prior to MPO Board adoption. The comment period began October 24, 2023, and was advertised in the Hernando Sun on October 20, 2023, and in the Citrus Chronicle on October 22, 2023. The PPP was posted to the MPO website with the review schedule. On October 25, 2023, the MPO's Technical Advisory Committee, Citizens Advisory Committee, and the Bicycle/Pedestrian Advisory Committee recommended approval of the PPP update.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, F.S, the Hernando/Citrus MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review and approve the update to the Public Participation Plan.

RESULT:	ADOPTED
MOVER:	Steve Champion
SECONDER:	John Allocco

AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard

DRAFT



PUBLIC PARTICIPATION PLAN (PPP)

**Hernando/Citrus Metropolitan
Planning Organization**

*Adopted: December 7, 2023
(anticipated)*

1661 Blaise Drive
Brooksville, FL 34601
email: mpo@hernandocounty.us
website: www.hernandocitrusmpo.us

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ACKNOWLEDGEMENTS

Preparation of this document was supported in part with funds provided by the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and Federal Transit Administration (FTA) through cooperative agreements with the Hernando/Citrus Metropolitan Planning Organization (MPO). Development of the plan was made possible by the leadership of the Hernando/Citrus MPO Board, the Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), and Bicycle Pedestrian Advisory Committee (BPAC).

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TTY-based Telecommunications Relay Services permit persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. Dial 711 to be connected to an assistant.

Discapacidad para usar el sistema telefónico a través de un teléfono de texto (TTY) u otro dispositivo para llamar a personas con o sin tales discapacidades. Marque 711 para conectarse a un asistente.

Las personas que requieran acomodaciones especiales bajo la Ley para las Personas con Impedimentos (Americans with Disabilities Act), conocida por sus siglas en inglés ADA, o las personas que requieran servicios de traducción (de forma gratuita) deben comunicarse con el Oficial de Derechos Civiles.

PLEASE CONTACT THE MPO OFFICE FOR MORE INFORMATION:

Bob Esposito, Hernando/Citrus MPO Executive Director
 1661 Blaise Drive, Brooksville, Florida 34601 / Phone: (352) 540-6523
 Email: MPO@hernandocounty.us
 Website: www.HernandoCitrusMPO.us

PUBLIC PARTICIPATION PLAN (PPP)

The Hernando/Citrus Metropolitan Planning Organization (MPO) Public Participation Plan was initially adopted on September 30, 2014, and updated on September 18, 2018, and December 15, 2022. The plan is periodically reviewed to ensure consistency with applicable regulations, and changes are made when necessary. The Hernando/Citrus MPO encourages early and continuing participation by the public in the transportation planning and decision-making process.

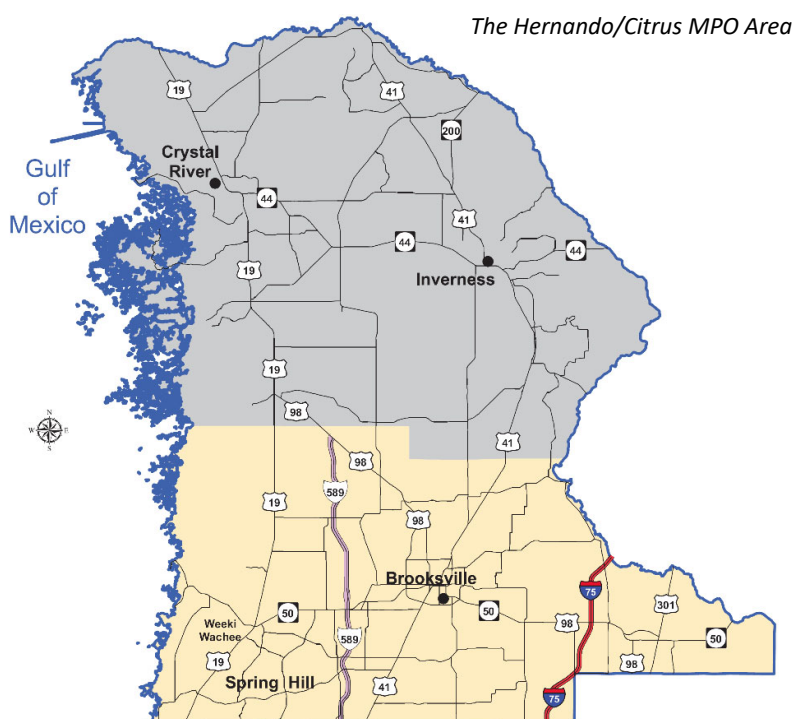
The PPP provides guidance to the public regarding when and how to participate in the transportation planning and decision-making process. The MPO makes every effort to make plans and programs easy to understand by the public.

The MPO must provide communities, public agencies and transportation related entities, users of pedestrian walkways and bicycle transportation facilities, those with disabilities, and interested parties with a reasonable opportunity to comment on the Long-Range Transportation Plan (LRTP), Transportation Improvement Program (TIP), and transportation related planning and programming processes.

ABOUT THE HERNANDO/CITRUS MPO

The Hernando/Citrus MPO was created in 2014 and is responsible for facilitating and coordinating regional transportation planning activities in Hernando County, Citrus County, and the cities of Inverness, Crystal River, and Brooksville. MPOs exist throughout the U.S. and began with the development of the Interstate Highway System. To carry out federal transportation planning requirements, Title 23 of the United States Code provides that an MPO be designated for each urbanized area with a population of more than 50,000.

With the Federal Aid Highway Act of 1962, Congress passed legislation making urban transportation planning a condition for receipt of federal highway funds in urban areas. This legislation encouraged “a *Continuing, Comprehensive* transportation planning process carried on *Cooperatively* by the states and local communities (referred to as the 3-C’s).” The MPO is responsible for ensuring that federal and state dollars spent on existing and future transportation projects and programs are based on the 3-C’s planning process. Each urban area in the United States has an MPO which acts as a liaison between local communities, their citizens, and the state departments of transportation (DOTs). MPOs are important because they direct how and where available state and federal dollars for transportation improvements will be spent.



Committees were established to assist the MPO in the development of plans and programs while offering opportunities for public participation. The committees serve at the pleasure of the MPO Board. The Hernando/Citrus MPO has a Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and two Transportation Disadvantaged Local Coordinating Boards (TDLCB).

FEDERAL NONDISCRIMINATION COMPLIANCE REQUIREMENTS

The Hernando/Citrus MPO complies with the following federal requirements:

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 (42 USC. 2000d-1) prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. In addition, the MPO complies with other federal and state authorities and does not deny the benefits of, exclude from participation in or discriminate against anyone based on race, color, national origin, sex, age, disability, religion, income, or family status. Any person who believes themselves subject of any unlawful discriminatory practice under Title VI or other nondiscrimination authorities may file a complaint with the Title VI Coordinator for the MPO.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) prohibits the exclusion of persons with disabilities from participation in services, programs, or activities of a public entity which include the MPO. The MPO is responsible for providing reasonable accommodations to those with disabilities who require special services to access information or participation in MPO activities (42 U.S.C. 12131-12134).

Environmental Justice – Executive Order 12898

Addressing requirements for Federal actions to address environmental justice concerns for low-income and minority populations. The focus of the order was to:

- Identify and address the disproportionately high and adverse human health or environmental effects of their actions on minority and low-income populations to the greatest extent practicable and permitted by law.
- Develop a strategy for implementing environmental justice.
- Promote nondiscrimination in federal programs that affect human health and the environment, as well as provide minority and low-income communities access to public information and public participation.

Limited English Proficiency (LEP) – Executive Order 13166

The purpose of the order is to improve access to services for persons with Limited English Proficiency (LEP). The order requires agencies that receive federal funds to develop plans so that people for whom English is not their second language or have limited ability to read, speak, write, or understand English can have meaningful access to services provided.

ANYONE WISHING TO CONTACT THE MPO WITH COMMENTS, QUESTIONS, OR COMPLAINTS REGARDING CIVIL RIGHTS, PLEASE CONTACT BOB ESPOSITO AT RESPOSITO@HERNANDOCOUNTY.US

MPO BOARDS, COMMITTEES, AND STAFF

Hernando/Citrus MPO Board

The MPO Board shall perform all acts required by federal or state laws or rules which are necessary to qualify for federal aid. It shall be involved in the planning and programming of transportation facilities, including, but not limited to, airports, intercity and high-speed rail lines, seaports, and intermodal facilities, to the extent permitted by state or federal law. The MPO Board is comprised of nine (9) elected officials representing the local governments within the MPO area, and a non-voting advisor from the Florida Department of Transportation (FDOT). *[Chapter 339.175, F.S.]*

The primary role of the Hernando/Citrus MPO is to ensure existing and future expenditures of governmental funds for transportation projects and programs within the MPO area are developed based on a continuing, cooperative, and comprehensive (3-C) planning process. The MPO shall, in cooperation with the Florida Department of Transportation (FDOT) develop:

1. a Long-Range Transportation Plan (LRTP),
2. an annually updated Transportation Improvement Program (TIP),
3. an annual Unified Planning Work Program (UPWP), and
4. the development of transportation programs, plans, and projects consistent with local, state, and federal requirements of the metropolitan planning area such as the Public Participation Plan (PPP), Transit Development Plan (TDP), and the Transportation Disadvantaged Service Plan (TDSP)

MPO Board Meeting Details

MPO Board meetings are scheduled the first Thursday of the month and begin at 1:30 p.m. (unless otherwise posted). Meetings alternate between Hernando and Citrus County on an annual basis. All meetings are open to the public and your participation is encouraged. Agendas are posted in advance of the meetings and are available online at www.HernandoCountyMPO.us. Please refer to the MPO website for the adopted meeting(s) calendar and location.

MPO Meeting Location/Time – location alternates annually

Even Numbered Years-Hernando County
 Brooksville City Council Chambers*
 201 Howell Avenue
 Brooksville, Florida 34601
Time: 1:30 p.m.

Odd Numbered Years-Citrus County
 Lecanto Government Building
 3600 W. Sovereign Path, Room 166
 Lecanto, Florida 34461
Time: 1:30 p.m.

*As approved October 5, 2023, unless otherwise posted on the MPO website for meeting location.

Opportunities for Public Participation



The Hernando/Citrus MPO offers various opportunities to become involved in the transportation planning process. Public participation is welcomed, encouraged, and critical to the MPO. In addition to attendance at public meetings, citizens can be involved in serving as volunteer members on the following MPO Boards and Committees:

- Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)
- Citrus County Transportation Disadvantaged Local Coordinating Board (TDLCB)
- Technical Advisory Committee (TAC)
- Citizens Advisory Committee (CAC)
- Bicycle/Pedestrian Advisory Committee (BPAC)

Additionally, temporary, or short-term project committees may be established by the MPO for transportation planning purposes.

There is a volunteer application process to participate in any of the MPO's activities. The application is available on request by mail or on the Hernando/Citrus MPO website at www.HernandoCitrusMPO.us.

Transportation Disadvantaged Local Coordinating Boards

The Transportation Disadvantaged Local Coordinating Boards oversee the activities of the Community Transportation Coordinator (CTC) which provides services to the transportation disadvantaged pursuant to Chapter 427, Florida Statutes. Hernando County and Citrus County each have a Transportation Disadvantaged Local Coordinating Board (TDLCB).

The MPO Board serves as the Designated Official Planning Agency (DOPA) for both TDLCB's. The TDLCB Board member positions are established by Florida Administrative Code 41-2. The TDLCB Boards are comprised of citizen and agency representatives.

TDLCB Meeting Details

TDLCB meetings are conducted quarterly and scheduled the second Thursday of the month (unless otherwise posted). Meeting notices are published in a newspaper of general circulation in the home county 5-10 days prior to any public TDLCB meeting. Additionally, the meeting notice will be posted to the MPO website 5-10 days prior to meeting. All meetings are open to the public and your participation is encouraged. Agendas are posted in advance of the meetings and are available online at www.HernandoCountyMPO.us.

TDLCB Meeting Location/Time

Hernando County TDLCB

Hernando County Building Training Facility
1661 Blaise Drive
Brooksville, Florida 34601
Time: 1:30 p.m.

Citrus County TDLCB

Lecanto Government Building
3600 W. Sovereign Path, Room 166
Lecanto, Florida 34461
Time: 9:30 a.m.

Technical Advisory Committee (TAC)

Membership of the TAC includes planners, engineers, transit, and other technical representatives from governmental agencies in the Hernando/Citrus MPO area. It is important for the TAC to be involved in the development of MPO plans and programs to ensure consistency with local programs and provide technical assistance as needed. The TAC is required under Florida Statute Chapter 339.175.

TAC Meeting Details

Committee meetings are required four times a year with additional meetings scheduled monthly as needed. The TAC may meet jointly with other committees on an as-needed basis.

The TAC typically meets on the fourth Thursday of the month (unless otherwise posted) at 9:00 a.m. and the meeting location alternates between Hernando and Citrus County. Please refer to the MPO website for the adopted meeting(s) calendar/location at www.HernandoCountyMPO.us.

Meeting notices and agendas will be posted to the MPO website 5-10 days prior to the meeting. All meetings are open to the public and your participation is encouraged.

TAC Meeting Location/Time

Hernando County

Hernando County Building Training Facility
1661 Blaise Drive
Brooksville, Florida 34601
Time: 9:00 a.m.

Citrus County

Lecanto Government Building
3600 W. Sovereign Path, Room 166
Lecanto, Florida 34461
Time: 9:00 a.m.



*Stakeholder Group for the Vulnerability & Risk Assessment
Study for Transportation Infrastructure (2023)*

Citizens Advisory Committee (CAC)

Membership of the CAC includes a cross section of citizens including transit users, citizens with physical disabilities/challenges, and citizens in the Hernando/Citrus MPO area. The CAC is required under Florida Statute Chapter 339.175. The CAC conducts joint meetings with the BPAC and may meet separately on an as-needed basis.

Bicycle/Pedestrian Advisory Committee (BPAC)

The BPAC assists the MPO in the development of priority plans and programs important to bicycle/pedestrian modes of transportation. The BPAC is comprised of volunteer members from the community who have technical, professional, or personal interests in the provision of safe non-motorized transportation. A cross section of public and private interests shall be represented. The membership includes citizen volunteers and agency representatives. The BPAC conducts joint meetings with the CAC and may meet separately on an as-needed basis. The BPAC is not statutorily required but exists at the pleasure of the MPO Board.

Joint Meeting Details of the CAC and BPAC

Committee meetings are required four times a year with additional meetings scheduled monthly as needed.

The CAC and BPAC may meet jointly with other committees on an as-needed basis.

The CAC and BPAC typically meet on the fourth Thursday of the month (unless otherwise posted) at 10:30 a.m. and the meeting location alternates between Hernando and Citrus County. Please refer to the MPO website for the adopted meeting(s) calendar/location at www.HernandoCountyMPO.us.

Meeting notices and agendas will be posted to the MPO website 5-10 days prior to the meeting. All meetings are open to the public and your participation is encouraged.

Joint CAC and BPAC Meeting Location/Time

Hernando County

Hernando County Building Training Facility
1661 Blaise Drive, Brooksville, Florida 34601
Time: 10:30 a.m.

Citrus County

Lecanto Government Building
3600 W. Sovereign Path, Room 166, Lecanto, Florida 34461
Time: 10:30 a.m.

MPO Staff

The MPO staff includes an Executive Director, MPO Coordinator, and an Administrative Assistant. Additionally, the MPO utilizes the services of General Planning Consultants for technical development of required plans and programs. The MPO Committees, along with staff, provide recommendations to the MPO Board regarding planning, implementation of projects, and related issues. The MPO staff works closely with the public, community agencies, consultants, and the Florida Department of Transportation (FDOT).

The MPO Staff can be contacted for questions or comments regarding the transportation planning processes and procedures:

- Visit our website at www.HernandoCitrusMPO.us
- Email us at mpo@hernandocounty.us
- Call us at (352) 754-4082



MPO Advisory Boards and Committees Volunteer Application Process

The MPO Board shall establish and appoint all committee memberships for citizens desiring to volunteer their services. The Metropolitan Planning Organization utilizes volunteers to serve on advisory boards and committees to assist in the cooperative, continuous, and comprehensive planning processes involved in transportation programs in the metropolitan area. The advisory boards and committees include citizen members and local/state agency members. To serve as a volunteer member on one of MPO's Boards or Committees, please note the following:

- Complete and submit an application form to the MPO staff. Applications are available on request by mail, online at www.HernandoCitrusMPO.us, and in the MPO offices.
- Citizen applications will be presented to the Metropolitan Planning Organization Board for appointment at a regular public meeting.

Methods for Recruitment

- Media releases are issued to county Public Information Officers for MPO member governments with a request to post on county websites and applicable social media platforms.
- Vacancies are posted to MPO website and applicable county social media platforms.
- Provide flyers to Transit operators in both counties with a request to post on buses and transit offices.
- Contact agency offices to fill vacant positions via email and telephone.

The volunteer application is available on request by mail or on the Hernando/Citrus MPO website at www.HernandoCitrusMPO.us.

PUBLIC PARTICIPATION AND OUTREACH POLICIES

Public Notice

The MPO informs the public, in a timely manner, of upcoming decisions regarding plans and programs. Notices will be advertised and/or posted on the website and in local newspapers in each county when required by the prescribed, applicable program. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Public Access

All meetings are open to the public and participation is encouraged. Meeting locations may alternate between Hernando and Citrus Counties. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act should contact the MPO at least two (2) days prior to the proceedings, for language assistance please contact the MPO at least five (5) days prior to the proceedings to allow adequate coordination time. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Public Comment Period

A key opportunity for members of the public to share their thoughts and ideas is during the public review and comment period. The public comment periods are intended to ensure the public has easy access to information and timely notice about the transportation planning process. The MPO advises the public of the comment periods utilizing the MPO website, the newspaper when applicable, social media of the counties when applicable, and during public meetings of the MPO Board and its standing committees and boards. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Stakeholder Coordination

To provide affected and interested parties' opportunities to comment on the transportation planning process pursuant to 23 USC 104(d)1, the MPO maintains an up-to-date database of contacts which includes:

- Elected Officials
- Local Government Staff
- Transportation Agencies (Port, Airports, Transit, etc.)
- Law enforcement and emergency services management, emergency operations centers, chambers of commerce, and economic development agencies.
- Local Media (TV, Radio, Print, etc.)
- Homeowners Associations
- Civic Groups
- Special Interest Groups (Other Interested Parties)
- Libraries (for Public Display)
- Federal, State, and local agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation, and other environmental issues
- Representatives of Users of Pedestrian Walkways
- Private Freight Shippers
- Representatives of Users of Bicycle Transportation Facilities
- Other parties that would have an interest in the planning and development of the transportation network, including affected public agencies in the transportation planning area
- Native American Tribal Council
- Representatives of Public Transportation Employees
- Providers of Freight Transportation Services
- Private Providers of Transportation
- Representatives of Users of Public Transportation
- Representatives of the Disabled
- Interested parties may request to be added to the email data base at any time. Please contact MPO staff.



MPO OUTREACH STRATEGIES

The following outreach strategies are regularly used by the MPO:

- Provide timely information about transportation issues and processes to communities, affected public agencies, representatives of transportation agencies, private providers of transportation, other interested parties and segments of the community affected by transportation plans, programs, and projects affiliated with the Hernando/Citrus Metropolitan Planning Organization (MPO).
- Provide reasonable public access to technical and policy information used in the development of the LRTP, the TIP, and other appropriate transportation plans and projects, and conduct open public meetings where matters related to transportation programs are being considered.
- If the final draft of any transportation plan differs significantly from the one available for public review by the MPO and raises new material issues which interested parties could not reasonably have foreseen, an additional opportunity for public comment on the revised plan is made available.
- All transportation plans and project documents are posted to the MPO's website (www.HernandoCitrusMPO.us) to ensure reasonable access to the information by the public during the review period. Hard copy of the materials is available for public review during business hours at the MPO office or upon request.
- Comment forms are used to solicit public comment on specific issues or transportation plans being presented at a workshop or other public meeting.
- Comments may also be submitted via email (mpo@hernandocounty.us) or by regular mail. Responses to questions and comments concerning the public participation process, draft transportation plans, programs or public agency consultation process will be made directly to the citizen by letter, telephone call or by email within 10 days of receipt. A summary of comments received may be made part of the final plan or program.
- County and city social media platforms may be used to promote MPO activities. These platforms are used to communicate information to the public.
- Use visualization techniques at meetings and workshops may include geographical mapping, PowerPoint presentations, pictures, etc.
- Hold public meetings at convenient locations and accessible times which in the event of a statewide emergency, includes the ability to conduct virtual meetings.
- Coordination with the statewide transportation planning public involvement and consultation processes.
- Periodically review the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.
- Meeting notices and media releases shall be published on the MPO website (www.HernandoCitrusMPO.us). When required by specific plans or programs, meeting notices shall be published in a newspaper of general circulation in the required jurisdiction.

- Public notices will be sent to the Public Information Offices of Hernando County and Citrus County for posting public notices on their respective website.
- The MPO website will be used to keep the public up to date regarding plans and projects, and timelines for participation.
- An MPO logo and color scheme representing the MPO is used to promote products and publications of the MPO.
- E-mail announcements and MPO information will be e-mailed to interested persons that have submitted their e-mail addresses to MPO staff. Pursuant to Government-in-the-Sunshine, all email correspondence is subject to public review.
- Project Workshops/Open Houses/Community Forums may be used to provide project information to the public and to solicit public comment.
- Surveys may be available online or distributed in person.
- Project websites may be used for individual projects, such as corridor studies, that are typically performed using consulting services. In this case, a link to the project site would be included on the MPO site.
- In the event or situation that impacts the ability to strictly adhere to the public notice requirements, every effort will be made to furnish the public with the most current information available via the MPO website (www.HernandoCitrusMPO.us) and or the Public Information Offices of the jurisdictions of the metropolitan planning area. The MPO Executive Director is directed to take necessary administrative action for compliance with state and federal requirements and will advise the MPO Board accordingly.



PUBLIC PARTICIPATION AND NOTICE FOR CORE MPO PLANS AND PROGRAMS

Long-Range Transportation Plan (LRTP)

Identifies transportation improvements necessary to maintain adequate mobility and accommodate growth forecasted over the next 20-year timeframe. The plan includes long-range and short-range strategies that provide for development of an integrated multimodal transportation system (to include accessible pedestrian walkways and bicycle transportation facilities). The process includes innovative technical modeling and collaborative public engagement. Future goals, strategies, and projects to address the planning factors required by 23 C.F.R. 450.306(a) and (b)] are identified in the LRTP.

LRTP DEVELOPMENT	Every five (5) years
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft LRTP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	<ul style="list-style-type: none"> By the MPO Board, two advertised public meetings are required for adoption. LRTP documentation must be posted to the website and be available in MPO office no later than 90 days after adoption.
MODIFICATION	Minor changes to text, project/project phase costs, funding sources of previously included projects, and/or project/project phase initiation dates. Consult MPO handbook for guidance.
Public Review	No formal review required; modifications are posted to the website.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	A major revision to the LRTP, such as adding or deleting a project, a major change in project costs, initiation dates, and/or design concept and scope, such as changing project locations or the number of through traffic lanes. Consult MPO Handbook for additional threshold guidance.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting
Approval	<ul style="list-style-type: none"> By the MPO Board at an advertised public meeting. Roll Call Vote if amendment affects projects in the first 3 years.

Transportation Improvement Program (TIP)

The purpose of the Transportation Improvement Program (TIP) is to identify transportation needs and priorities of the metropolitan planning area including regionally significant projects regardless of their funding source (23 USC and 49 USC, Chapter 53). The TIP demonstrates the process of prioritizing, selecting, and funding transportation projects in accordance with federal requirements of Title 23 CFR 450 and Title 49 CFR Chapter 53, as amended.

The Transportation Improvement Program (TIP) is a five-year (5-year) plan for the Hernando/Citrus Metropolitan area which encompasses Citrus and Hernando counties and the cities within their boundaries, i.e., City of Crystal River, City of Inverness, and the City of Brooksville, respectfully. The plan includes the multi-modal project improvements consistent with the Long-Range Transportation Plan (LRTP) and is updated annually.

The TIP is developed through a continuing, comprehensive, and coordinated effort with the Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), Hernando/Citrus Metropolitan Planning Organization (MPO), and the public.

The adoption of the Transportation Improvement Program (TIP) of the Hernando/Citrus Metropolitan Planning Organization (MPO) is conducted pursuant to the Public Participation Plan (PPP). The process includes the review and recommendation of the TIP by the MPO's public committees, i.e., the Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and the Bicycle/Pedestrian Advisory Committee (BPAC), and is posted on the MPO's website for a 30-day public review comment period. The MPO Board will review and approve the TIP and provide it to the Florida Department of Transportation pursuant to law (Chapter 339.175 (8)).

TIP DEVELOPMENT	TIPs are developed annually and cover a 5-year period (5 th year is illustrative)
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft TIP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting Roll call vote.
MODIFICATION	Minor changes to text, project/project phase costs, funding sources of previously included projects, and/or project/project phase initiation dates. Consult MPO handbook for guidance.
Public Review	No formal review required; modifications are posted to the website.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	A major revision to the TIP, such as adding or deleting a project, a major change in project costs, initiation dates, and/or design concept and scope, such as changing project locations or the number of through traffic lanes. Consult MPO Handbook for additional threshold guidance.

TIP DEVELOPMENT	TIPs are developed annually and cover a 5-year period (5 th year is illustrative)
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting
Approval	<ul style="list-style-type: none"> By the MPO Board at an advertised public meeting. Roll Call Vote if amendment affects projects in the first 3 years.
ROLL FORWARD AMENDMENT	<ul style="list-style-type: none"> Takes place between July 1 and September 30. Project must appear in the amendment exactly as the newly adopted TIP. No public meetings with MPO committees (TAC, CAC, BPAC) are required. MPO Board approval, meeting notice is posted to the MPO website 5-10 days prior to meeting, or MPO Director approval with Board authorization.



"Bicycling on the Suncoast Trail"
Photo by: Kimberly Poppke

List of Priority Projects (LOPP)

The Hernando/Citrus MPO is responsible for annually developing a List of Priority Projects (LOPP) for Transportation Priority for Congestion Management and a List of Priority Projects for Transportation Alternatives and submitting the list to the Florida Department of Transportation (FDOT) for consideration during the development of the 5-Year Work program for the MPO area. The MPO, working through its Technical Advisory, Bicycle/Pedestrian Advisory, and Citizens Advisory committees, prioritizes projects based upon projects identified through the Cost-Feasible Plan of the 2045 Long-Range Transportation Plan (LRTP). This prioritization will also incorporate Complete Streets elements that rely on FDOT's Context Classification process. This will allow FDOT to review projects on the state system with the goal of applying Complete Street features wherever possible. On local facilities, it would also allow the MPO to suggest Complete Street features to the extent possible.

The LOPP includes a list of projects involving major improvement and congestion management and a separate list of transportation alternatives projects. These lists contain projects that are considered of highest priority for improvement by the MPO and its advisory committees. The criteria for the prioritization of transportation projects include existing and projected facilities levels of service, safety considerations, anticipated funding levels, ability to complete the project, and overall modal performance and system connectivity. Consistent with federal requirements and the 2045 Long-Range Transportation Plan (LRTP), the prioritization process considers the recommendations of the MPO Board's advisory committees (Technical Advisory Committee, Citizens Advisory Committee, and the Bicycle/Pedestrian Advisory Committee).

LOPP DEVELOPMENT	Annually
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft LOPP is posted to the MPO website at least 10 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Meeting notice is posted to the MPO Website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting Roll call vote.
MODIFICATION/ AMENDMENT	Any changes to project priorities, or addition/deletion of projects.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Documents are available on the MPO website for public review and comment for a minimum of 10 days prior to final action.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting.

Unified Planning Work Program (UPWP)

The Unified Planning Work Program (UPWP) describes the transportation planning projects to be performed within the Hernando/Citrus Metropolitan Planning Organization (MPO) study area which includes planning activities for both the Spring Hill Urbanized Area in Hernando County and the Homosassa Springs – Beverly Hills – Citrus Springs Urbanized Area in Citrus County.

Pursuant to Titles 23 and 49, Code of Federal Regulations (CFR), Chapter 339.175, Florida Statutes (F.S.), and the Federal Transit Act, the UPWP is the basis for allocating federal, state, and local funds for transportation planning purposes. The UPWP documents all planning tasks and related activities developed by the MPO and other transportation planning processes.

The UPWP must include a description of work, resulting products, who will perform the work, cost of the work and source of the funding. The UPWP covers two State fiscal years. The establishment of the initial 2-year program is considered “new UPWP development,” the 2nd year update is the “UPWP Revision.” A revision can be categorized as a modification or amendment depending on the threshold of revision.

UPWP DEVELOPMENT	New UPWP is developed every 2 years and covers 2 State fiscal years. UPWP is updated/amended in the second year, and as appropriate.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft UPWP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at a public meeting in which public notice was provided on the MPO website.
MODIFICATION	Does not change the approved FHWA and FTA budget, scope of the FHWA and FTA funded work task(s) or add or delete a work task(s).
Public Review	No formal review required; modifications are posted to the website and uploaded to the MPO Document Portal.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	Changes the approved FHWA and FTA budget, changes the scope of FHWA and FTA work task(s), or add or delete a work task(s). <i>Note: changes may also require funding agreement amendment.</i>

UPWP DEVELOPMENT	New UPWP is developed every 2 years and covers 2 State fiscal years. UPWP is updated/amended in the second year, and as appropriate.
Financial vs. Non-Financial Amendment	<ul style="list-style-type: none"> Both financial and non-financial amendments can occur to the UPWP. Financial amendments can change the total amount of UPWP funding and/or the transfer of funds between tasks, while non-financial amendments will not change funding amounts. Examples of non-financial amendments include the following: <ul style="list-style-type: none"> a) Change in the scope or objective of the program or task; b) Change in key person, i.e., MPO Staff Director; c) Extension of the period of performance past the approved work program period; d) Sub awarding, transferring, or contracting out any of the activities in the UPWP; e) Disengaging from a project for more than 3 months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator; f) Including costs that require prior approval (e.g., capital and equipment purchases \$5,000 and above per unit cost).
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	<ul style="list-style-type: none"> By the MPO Board at a public meeting. Roll Call Vote if amendment affects projects in the first 3 years.

Public Participation Plan (PPP)

The PPP is defined as part of the transportation planning work program which identifies the public involvement strategies and the outreach activities to be undertaken by the Hernando/Citrus MPO. As required by federal law, a forty-five (45) day public comment period is held prior to Board adoption of the PPP to offer another avenue of public input. Once adopted, the plan is available on www.HernandoCitrusMPO.us.

PPP DEVELOPMENT, MODIFICATION, AMENDMENT	Reviewed
Public Review	<ul style="list-style-type: none">• Public meetings with MPO Committees (TAC, CAC, and BPAC).• Draft UPWP is posted to the MPO website at least 45 days prior to the MPO adoption meeting to allow for public comment.• Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none">• 45-day public notice must be advertised 23 CFR 450.316.• Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting.

Transit Development Plans

The Transit Development Plan (TDP) is the public transportation provider's strategic guide for public transportation over the next 10 years. The TDP identifies public transportation service improvement priorities, determines the operating and capital costs to implement these service improvement priorities, and outlines a strategy for implementation. Pursuant to rule 14-73.001, the Transit Development Plan (TDP) must include opportunities for public involvement.

The public transportation provider for Hernando and Citrus Counties are their respective Board of County Commissioners (BOCC) which are responsible for approval of the TDP. Notices of TDP adoption, amendment or annual progress reports are published in a newspaper of general circulation in the home county 5-10 days prior to any public action. Documents will be posted to their respective website and available for a 30-day review period for new TDPs, and 10-day review for TDP amendments or annual progress reports.

Updates to the Transportation Disadvantaged Service Plans (TDSP) for either Citrus or Hernando County are available on the MPOs website for public review prior to approval. Public access is provided as identified in this document.

Minor updates to the TDSP that do not affect program operations do not require public review (i.e.: corrections, clarifications, etc.).



State of Emergency

During a local, state, or federal emergency, every attempt will be made to follow the MPO participation plan or to offer alternatives for committee and board approval, to continue community engagement, and to seek input. Adjusted strategies may include enhanced use of media and social media resources, and increased mailings or mass email distributions. The MPO may consider providing information via webinar or short videos to cover topics which would have been addressed in an in-person meeting.

The MPO Continuity of Operations Plan (COOP) provides guidance in the event of an interruption of services due to an emergency. The purpose of the COOP is to provide the conditions for continuous performance of essential operations during a crisis, disaster, or other debilitating loss of resources and to ensure operational and managerial requirements are met.

The MPO is required by law to produce, approve, and submit the Unified Planning Work Program (UPWP), Long Range Transportation Plan (LRTP), List of Project Priorities, and Transportation Improvement Program (TIP) in compliance with statutory mandates and timelines. In the event the COOP is activated when one or more of these documents must be approved, the MPO is authorized to implement emergency protocols in a local, state, or federal declaration of a State of Emergency:

1. The Executive Director, in consultation with the Chair (or their respective successors), may request a deferral of approval depending on the emergency, the specific essential document needing approval, and the projected date when the MPO Board could meet again.
2. If the quorum requirements for public meetings are suspended by Executive Order of the Governor of the State of Florida, the MPO may hold a public meeting of the MPO Board using communications media technology, following rules pursuant to F.S. Section 120.54(5)(b)2, and waiving official recommendations from MPO committees.

APPENDIX A: INDEX OF PPP AMENDMENTS AND MODIFICATIONS POST ADOPTION

DATE	REVISION #	CHANGE TYPE	EXPLANATION OF THE CHANGE

APPENDIX B: PPP MONITORING ACTIVITIES

- The MPO website will be updated as necessary to maintain consistency with local, state, and federal requirements.
- Public Information Officers will provide links of notices on social media sites upon request of the MPO.
- Agendas with associated back up for all MPO Board and Committee meetings will be posted to the MPO website approximately 7 days prior to the public meeting.
- Public Notice for upcoming meetings will be posted to the website at least 5 to 10 days prior to the meeting or as prescribed by the project or program.
- The MPOs general email delivery mailbox will be monitored daily to address emails received.

APPENDIX C: FEDERAL PUBLIC INVOLVEMENT PROCESS REQUIREMENTS

The public involvement process requirements in 23 CFR 450, Section 450.316 are described below.

§450.316 INTERESTED PARTIES, PARTICIPATION, AND CONSULTATION

- (a) The MPO shall develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.



- 1) The MPO shall develop the participation plan in consultation with all interested parties and shall, at a minimum, describe explicit procedures, strategies, and desired outcomes for:
 - i. **Providing adequate public notice** of public participation activities and time for public review and comment at key decision points, including a reasonable opportunity to comment on the proposed metropolitan transportation plan (known as the LRTP) and the TIP.
 - ii. **Providing timely notice and reasonable access** to information about transportation issues and processes.
 - iii. **Employing visualization techniques** to describe metropolitan transportation plans and TIPs.
 - iv. **Making public information** (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web (Internet).
 - v. **Holding any public meetings at convenient and accessible locations and times.**
 - vi. **Demonstrating explicit consideration and response to public input** received during the development of the metropolitan transportation plan and the TIP.
 - vii. **Seeking out and considering the needs of those traditionally underserved by existing transportation systems**, such as low-income and minority households, who may face challenges accessing employment and other services.
 - viii. **Providing an additional opportunity for public comment**, if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues that interested parties could not reasonably have foreseen from the public involvement efforts.
 - ix. **Coordinating** with the statewide transportation planning public involvement and consultation processes under subpart B of this part; and
 - x. **Periodically reviewing** the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.
- 2) When significant written and oral comments are received on the draft metropolitan transportation plan and TIP (including the financial plans) because of the participation process in this section or the interagency consultation process required under the EPA transportation conformity regulations (40 CFR part 93, subpart A), a summary, analysis, and report on the disposition of comments shall be made as part of the final metropolitan transportation plan and TIP.

- 3) A minimum public comment period of 45 calendar days shall be provided before the initial or revised participation plan is adopted by the MPO. Copies of the approved participation plan shall be provided to the FHWA and the FTA for informational purposes and shall be posted on the World Wide Web (Internet), to the maximum extent practicable.
- (b) In developing L RTPs and TIPs, the MPO should consult with agencies and officials responsible for other planning activities within the Metropolitan Planning Area (MPA) that are affected by transportation (including State and local planned growth, economic development, tourism, natural disaster risk reduction, environmental protection, airport operations, or freight movements) or coordinate its planning process (to the maximum extent practicable) with such planning activities. In addition, the MPO shall develop the metropolitan transportation plans and TIPs with due consideration of other related planning activities within the metropolitan area, and the process shall provide for the design and delivery of transportation services within the area that are provided by:
- 1) Recipients of assistance under title 49 U.S.C. Chapter 53.
 - 2) Governmental agencies and non-profit organizations (including representatives of the agencies and organizations) that receive Federal assistance from a source other than the U.S. Department of Transportation to provide non-emergency transportation services; and
 - 3) Recipients of assistance under 23 U.S.C. 201-204.
- (c) When the MPA includes Indian Tribal lands, the MPO shall appropriately involve the Indian Tribal government(s) in the development of the metropolitan transportation plan and the TIP.
- (d) When the MPA includes Federal public lands, the MPO shall appropriately involve the Federal land management agencies in the development of the metropolitan transportation plan and the TIP.
- (e) MPOs shall, to the extent practicable, develop a documented process(es) that outlines roles, responsibilities, and key decision points for consulting with other governments and agencies, as defined in paragraphs (b), (c), and (d) of this section, which may be included in the agreement(s) developed under §450.314.



[[81 FR 34135](#), May 27, 2016, as amended at [81 FR 93473](#), Dec. 20, 2016: [82 FR 56544](#), Nov. 29, 2017]

APPENDIX D: GLOSSARY

ADA	The Americans with Disabilities Act of 1990 is a Federal law that requires public facilities (including transportation services) to be accessible to persons with disabilities including those with mental disabilities, temporary disabilities, and the conditions related to substance abuse.
BOCC	Board of County Commissioners. The Board of County Commissioners is the chief legislative body in a County. Five county commissioners are elected to four-year terms by the voters at large and represent the geographical district in which they reside. The Board approves the budget, adopts local ordinances and resolutions, and establishes policies which govern the County and ensure the health, safety, and welfare of the citizens.
BPAC	Bicycle/Pedestrian Advisory Committee. The BPAC is a standing committee appointed by the MPO Board.
CAC	Citizens Advisory Committee. The CAC is a statutorily required committee of which the members are appointed by the MPO Board.
CIP	Capital Improvement Program. The CIP is a multi-year schedule of capital improvement projects, including priorities and cost estimates, budgeted to fit the financial resources of the community.
CM	Congestion Mitigation. The CMP is a management system and process conducted by metropolitan planning organizations (MPO), such as the Hernando/Citrus MPO, to improve traffic operations and safety using either strategies that reduce travel demand or the implementation of operational improvements.
CMP	Congestion Management Process. The CMP is a management system and process conducted by metropolitan planning organizations (MPOs) to improve traffic operations and safety using either strategies that reduce travel demand or the implementation of operational improvements.
CMS	Congestion Management System. The Congestion Management System (CMS) was first introduced by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and continued under the successor law, the Transportation Equity Act for the 21st Century (TEA-21). The CMS was intended to augment and support effective decision making as part of the overall metropolitan transportation planning processes.
COOP	Continuity of Operations Plan. The COOP establishes policy and guidance to ensure the execution of mission essential functions for the Hernando/Citrus MPO if an emergency in Hernando County threatens or incapacitates operations, and to direct the relocation of selected personnel and resources to an alternate facility capable of supporting operations.
CTC	Community Transportation Coordinator. The CTC is the agency or organization in each county responsible for ensuring that coordinated transportation services are provided to serve the transportation disadvantaged.
CTD	Commission for Transportation Disadvantaged. The CTD is the State-level policy board for the coordination of transportation disadvantaged services.
DOPA	Designated Official Planning Agency. The DOPA is the entity responsible for transportation disadvantaged planning in each area. In the urbanized areas of the state, the planning agencies are metropolitan planning organizations (MPOs).

EJ	Environmental Justice . Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
FDOT	Florida Department of Transportation . FDOT is the State of Florida’s multi-modal transportation agency. Organizationally, it is composed of one Central Office in Tallahassee, seven District Offices, and the Florida’s Turnpike Enterprise.
FHWA	Federal Highway Administration . The FHWA is the Division of the U.S. Department of Transportation responsible for administrating federal highway transportation programs under Title 23 U.S.C. and Title 49 U.S.C.
FTA	Federal Transit Administration . The FTA is the Federal entity responsible for transit planning and programs under Title 49 U.S.C.
FTC	Florida Transportation Commission . The mission of the FTC is to provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.
FTE	Florida’s Turnpike Enterprise . Florida’s Turnpike Enterprise (FTE) manages Florida’s Turnpike System and acts as a separate business unit of the Florida Department of Transportation (FDOT).
FTP	Florida Transportation Plan . The FTP is the state’s long-range plan guiding Florida’s transportation future. The FTP is a plan for all of Florida – and affects every resident, business, and visitor.
FS	Florida Statute . A permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections.
FY	Fiscal Year . A fiscal year is a 12-month period used in government accounting and financial reporting.
HISP	Highway Safety Improvement Program . The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.
ICAR	Intergovernmental Coordination and Review and Public Transportation Collaborative Agreement . The ICAR provides framework for review between MPO and Public Transportation actuals and regional planning councils.
LCB	Local Coordinating Board . The purpose of the coordinating board is to provide advice and direction to the CTC concerning the coordination of transportation services.
LEP	Limited English Proficiency . LEP refers to individuals who have a limited ability to read, speak, write, or understand English.
LOPP	List of Priority Projects . The LOPP is a list of priority projects developed pursuant to the Transportation Improvement Program (TIP)
LOS	Level of Service . LOS is a qualitative assessment of a road’s operating condition generally described using a scale of A (little congestion) to E/F (severe congestion).
L RTP	Long-Range Transportation Plan . The LRTP is a 25-year forecast plan required of state planning agencies and MPOs, which must consider a wide range of social, environmental, energy, and

	economic factors in determining overall regional goals and consider how transportation can best meet these goals.
MPO	Metropolitan Planning Organization. The MPO is the designated agency for cooperative transportation decision-making, required for urbanized areas with populations over 50,000.
MPA	Metropolitan Planning Area.
MPOAC	Metropolitan Planning Organization Advisory Council. The MPOAC is a statewide transportation planning and policy organization created by the Florida Legislature pursuant to Section 339.175(11), Florida Statutes, to augment the role of individual MPOs in the cooperative transportation planning process.
NHFP	National Highway Freight Program. The purpose, among other goals, of the National Highway Freight Program (NHFP) is to improve efficient movement of freight on the National Highway Freight Network (NHFN).
PPP	Public Participation Plan. One of the required elements under MAP-21 is that a PPP (i) shall be developed in consultation with all interested parties, and (ii) shall provide that all interested parties have reasonable opportunities to comment on the contents of the transportation plan.
PTGA	Public Transportation Grant Agreement. A PTGA is an agreement between an agency and FDOT for transportation related projects.
SCOP	Small County Outreach Program source of funding
SCTPA	Sun Coast Transportation Planning Alliance. The SCTPA (formerly the West Coast Central Florida Chairs Coordinating Committee-CCC) is comprised of the following entities: Hernando, Citrus, Hillsborough, Pasco, Pinellas, Sarasota, Polk, and Manatee counties.
SIS	Strategic Intermodal System. The SIS is a Florida network of high-priority transportation facilities, including the State's largest and most significant commercial service airports, spaceport, deep-water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways, and highways.
STIP	State Transportation Improvement Program. The STIP is FDOT's Five-Year Work Program as prescribed by Federal law.
TA	Transportation Alternatives. As defined under 23 U.S.C. 101(a)(29) (MAP-21 1103), these are specific activities which can be funded with Surface Transportation Program (STP) funds; activities include pedestrian/bicycle facilities, recreational trails program, Safe Routes to School (SRTS) activities, railway corridor preservation, construction of turnouts, overlooks and viewing areas, control/removal of outdoor advertising, historic preservation and rehabilitation of historic transportation facilities, invasive species control, archeological activities relating to impacts from eligible transportation Project, mitigation of highway storm water runoff water pollution, and reduce vehicle-caused wildlife mortality, planning, designing and construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
TAC	Technical Advisory Committee. A standing committee of the MPO required pursuant to Florida Statute Chapter 339.175.
TD	Transportation Disadvantaged. Those persons who because of physical or mental disability, income, status, or age are unable to transport themselves or purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education,

	shopping, social activities, or other life-sustaining activities, or children who are disabled or high-risk or at-risk as defined in Section 411.202, Florida Statutes.
TDLCB	Transportation Disadvantaged Local Coordinating Board. The Transportation Disadvantaged Local Coordinating Board (TDLCB)s are the technical level review Boards established, consistent with Florida Statute, Chapter 427.
TDP	Transit Development Plan. The Transportation Development Plan is required per Florida Administrative Code 14-73.
TDSP	Transportation Disadvantaged Service Plan. The TDSP is a plan for the provision and implementation of transportation disadvantaged services within a community.
TIP	Transportation Improvement Program. A priority list of transportation projects consistent with the adopted MPO Long-Range Transportation Plan (LRTP) and local government programs and comprehensive plans.
TITLE VI	Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance.
TRIP	<u>Transportation Regional Incentive Program.</u> State funds made available to provide incentives for local governments and the private sector to help pay for critically needed projects.
TRT	Technical Review Team. A group of professionals who come together to discuss and work out the details of a project with regards to their area of expertise.
UPWP	Unified Planning Work Program. A Unified Planning Work Program (UPWP) is the budgetary work program identifying the funding sources and work activities of the MPO.
USDOT	<u>United States Department of Transportation.</u>

APPENDIX E: VOLUNTEER APPLICATION



Hernando/Citrus Metropolitan Planning Organization Board & Committee Volunteer Application (Please type or print clearly)

Name: _____
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? _____ Citrus County? _____ For how long? _____

Do you reside within the city limits of Brooksville? _____ Crystal River? _____ Inverness? _____

Physical Address _____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Telephone (home/cell) _____ Business/Other _____ Email _____

Occupation _____

These committees may require travel outside of our county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes _____ No _____

Brief Resume of Education and Experience (Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.).

Why are you interested in serving on this Board/Committee? _____

Please list three references, including address, phone numbers and email address.

1. _____

2. _____

3. _____

Board/Committee Interested in Volunteering for:

_____ BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2-year term, 11 members

_____ CITIZENS ADVISORY COMMITTEE (CAC) – 2-year term, 11 members

_____ HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3-year term, 17 members (some positions require agency participation.)

_____ CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) – 3-year term, 17 members (some positions require agency participation.)

Is there a specific Board/Committee position you are interested in applying for? If so, please list the position below:

Have you ever been convicted of a felony or a misdemeanor (or similar offense) by court martial or plead nolo contendere (no contest) to such an offense, or plead guilty to such an offense (including all instances of the foregoing, even if adjudication was withheld or if you were placed on probation)?

(Answering Yes does not automatically disqualify you for consideration) Yes _____ No _____

If yes, state the court, crime committed, disposition of case, and dates _____

Emergency Contact #1: _____ Relationship: _____ Phone No. _____

Emergency Contact #2: _____ Relationship: _____ Phone No. _____

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the Government-in-the-Sunshine State Law.

I, the above-named applicant, agree to act as a volunteer for Hernando/Citrus Metropolitan Planning Organization (the "MPO"). I acknowledge and agree that activities performed by me as a volunteer will be performed strictly on a volunteer basis, without any pay, compensation, or benefits. I agree to comply with the rules and regulations established by the MPO to include, but not limited to, accurate recording of volunteer hours. Failure to comply with the rules and regulations may result in my immediate removal as a volunteer. If I am convicted of or plead no contest to a crime during my tenure as a volunteer, I agree to notify the Volunteer Coordinator immediately. I understand that during my volunteer activities, I may encounter individuals who have not received a background screening.

I agree _____ I do NOT agree _____

I grant Hernando County full permission to use my photographs, videotapes, or any other manner of recording my participation in this Program for any purpose.

I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of the county I am representing (either Hernando or Citrus County) and cannot be an elected official and/or a technical person involved in transportation planning in the county I am representing.

(Printed Name)

(Signature)

(Date)

Please complete this form and return it to:

Hernando/Citrus MPO
1661 Blaise Drive
Brooksville, Florida 34601
Email: mpo@hernandocounty.us



PUBLIC PARTICIPATION PLAN (PPP)

**Hernando/Citrus Metropolitan
Planning Organization**

Adopted: December 7, 2023

1661 Blaise Drive
Brooksville, FL 34601
email: mpo@hernandocounty.us
website: www.hernandocitrusmpo.us

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ACKNOWLEDGEMENTS

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TTY-based Telecommunications Relay Services permit persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. Dial 711 to be connected to an assistant.

Discapacidad para usar el sistema telefónico a través de un teléfono de texto (TTY) u otro dispositivo para llamar a personas con o sin tales discapacidades. Marque 711 para conectarse a un asistente.

Las personas que requieran acomodaciones especiales bajo la Ley para las Personas con Impedimentos (Americans with Disabilities Act), conocida por sus siglas en inglés ADA, o las personas que requieran servicios de traducción (de forma gratuita) deben comunicarse con el Oficial de Derechos Civiles.

PLEASE CONTACT THE MPO OFFICE FOR MORE INFORMATION:

Bob Esposito, Hernando/Citrus MPO Executive Director
 1661 Blaise Drive, Brooksville, Florida 34601 / Phone: (352) 540-6523
 Email: MPO@hernandocounty.us
 Website: www.HernandoCitrusMPO.us

PUBLIC PARTICIPATION PLAN (PPP)

The Hernando/Citrus Metropolitan Planning Organization (MPO) Public Participation Plan was initially adopted on September 30, 2014, and updated on September 18, 2018, and December 15, 2022. The plan is periodically reviewed to ensure consistency with applicable regulations, and changes are made when necessary. The Hernando/Citrus MPO encourages early and continuing participation by the public in the transportation planning and decision-making process.

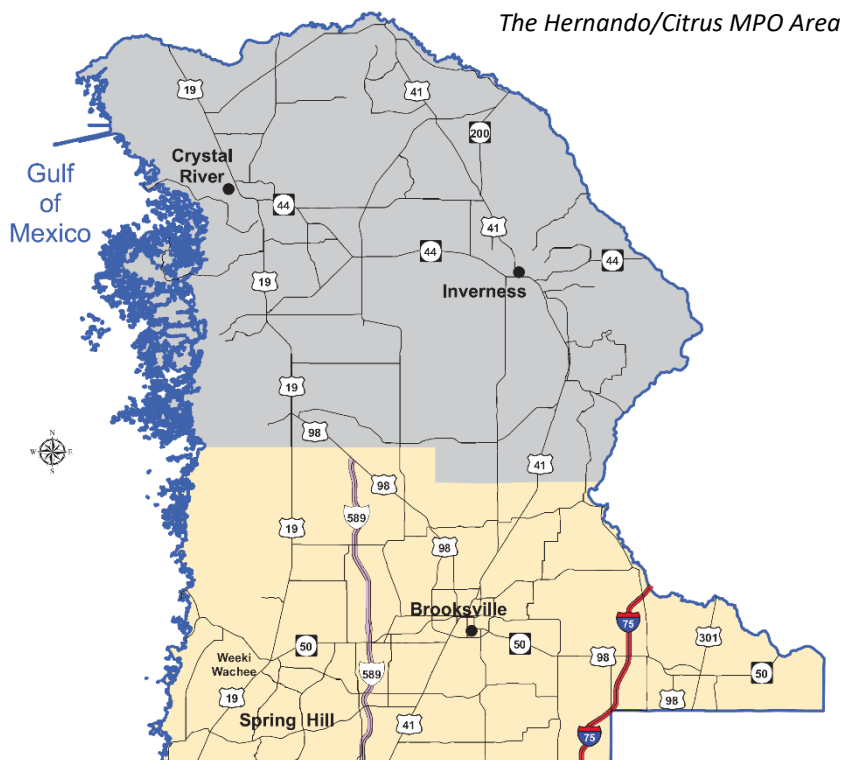
The PPP provides guidance to the public regarding when and how to participate in the transportation planning and decision-making process. The MPO makes every effort to make plans and programs easy to understand by the public.

The MPO must provide communities, public agencies and transportation related entities, users of pedestrian walkways and bicycle transportation facilities, those with disabilities, and interested parties with a reasonable opportunity to comment on the Long-Range Transportation Plan (LRTP), Transportation Improvement Program (TIP), and transportation related planning and programming processes.

ABOUT THE HERNANDO/CITRUS MPO

The Hernando/Citrus MPO was created in 2014 and is responsible for facilitating and coordinating regional transportation planning activities in Hernando County, Citrus County, and the cities of Inverness, Crystal River, and Brooksville. MPOs exist throughout the U.S. and began with the development of the Interstate Highway System. To carry out federal transportation planning requirements, Title 23 of the United States Code provides that an MPO be designated for each urbanized area with a population of more than 50,000.

With the Federal Aid Highway Act of 1962, Congress passed legislation making urban transportation planning a condition for receipt of federal highway funds in urban areas. This legislation encouraged “a *Continuing, Comprehensive* transportation planning process carried on *Cooperatively* by the states and local communities (referred to as the 3-C’s).” The MPO is responsible for ensuring that federal and state dollars spent on existing and future transportation projects and programs are based on the 3-C’s planning process. Each urban area in the United States has an MPO which acts as a liaison between local communities, their citizens, and the state departments of transportation (DOTs). MPOs are important because they direct how and where available state and federal dollars for transportation improvements will be spent.



Committees were established to assist the MPO in the development of plans and programs while offering opportunities for public participation. The committees serve at the pleasure of the MPO Board. The Hernando/Citrus MPO has a Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and two Transportation Disadvantaged Local Coordinating Boards (TDLCB).

FEDERAL NONDISCRIMINATION COMPLIANCE REQUIREMENTS

The Hernando/Citrus MPO complies with the following federal requirements:

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 (42 USC. 2000d-1) prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. In addition, the MPO complies with other federal and state authorities and does not deny the benefits of, exclude from participation in or discriminate against anyone based on race, color, national origin, sex, age, disability, religion, income, or family status. Any person who believes themselves subject of any unlawful discriminatory practice under Title VI or other nondiscrimination authorities may file a complaint with the Title VI Coordinator for the MPO.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) prohibits the exclusion of persons with disabilities from participation in services, programs, or activities of a public entity which include the MPO. The MPO is responsible for providing reasonable accommodations to those with disabilities who require special services to access information or participation in MPO activities (42 U.S.C. 12131-12134).

Environmental Justice – Executive Order 12898

Addressing requirements for Federal actions to address environmental justice concerns for low-income and minority populations. The focus of the order was to:

- Identify and address the disproportionately high and adverse human health or environmental effects of their actions on minority and low-income populations to the greatest extent practicable and permitted by law.
- Develop a strategy for implementing environmental justice.
- Promote nondiscrimination in federal programs that affect human health and the environment, as well as provide minority and low-income communities access to public information and public participation.

Limited English Proficiency (LEP) – Executive Order 13166

The purpose of the order is to improve access to services for persons with Limited English Proficiency (LEP). The order requires agencies that receive federal funds to develop plans so that people for whom English is not their second language or have limited ability to read, speak, write, or understand English can have meaningful access to services provided.

ANYONE WISHING TO CONTACT THE MPO WITH COMMENTS, QUESTIONS, OR COMPLAINTS REGARDING CIVIL RIGHTS, PLEASE CONTACT BOB ESPOSITO AT RESPOSITO@HERNANDOCOUNTY.US

MPO BOARDS, COMMITTEES, AND STAFF

Hernando/Citrus MPO Board

The MPO Board shall perform all acts required by federal or state laws or rules which are necessary to qualify for federal aid. It shall be involved in the planning and programming of transportation facilities, including, but not limited to, airports, intercity and high-speed rail lines, seaports, and intermodal facilities, to the extent permitted by state or federal law. The MPO Board is comprised of nine (9) elected officials representing the local governments within the MPO area, and a non-voting advisor from the Florida Department of Transportation (FDOT). *[Chapter 339.175, F.S.]*

The primary role of the Hernando/Citrus MPO is to ensure existing and future expenditures of governmental funds for transportation projects and programs within the MPO area are developed based on a continuing, cooperative, and comprehensive (3-C) planning process. The MPO shall, in cooperation with the Florida Department of Transportation (FDOT) develop:

1. a Long-Range Transportation Plan (LRTP),
2. an annually updated Transportation Improvement Program (TIP),
3. an annual Unified Planning Work Program (UPWP), and
4. the development of transportation programs, plans, and projects consistent with local, state, and federal requirements of the metropolitan planning area such as the Public Participation Plan (PPP), Transit Development Plan (TDP), and the Transportation Disadvantaged Service Plan (TDSP)

MPO Board Meeting Details

MPO Board meetings are scheduled the first Thursday of the month and begin at 1:30 p.m. (unless otherwise posted). Meetings alternate between Hernando and Citrus County on an annual basis. All meetings are open to the public and your participation is encouraged. Agendas are posted in advance of the meetings and are available online at www.HernandoCountyMPO.us. Please refer to the MPO website for the adopted meeting(s) calendar and location.

MPO Meeting Location/Time – location alternates annually

Even Numbered Years-Hernando County

Brooksville City Council Chambers*

201 Howell Avenue

Brooksville, Florida 34601

Time: 1:30 p.m.

Odd Numbered Years-Citrus County

Lecanto Government Building

3600 W. Sovereign Path, Room 166

Lecanto, Florida 34461

Time: 1:30 p.m.

*As approved October 5, 2023, unless otherwise posted on the MPO website for meeting location.

Opportunities for Public Participation



The Hernando/Citrus MPO offers various opportunities to become involved in the transportation planning process. Public participation is welcomed, encouraged, and critical to the MPO. In addition to attendance at public meetings, citizens can be involved in serving as volunteer members on the following MPO Boards and Committees:

- Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)
- Citrus County Transportation Disadvantaged Local Coordinating Board (TDLCB)
- Technical Advisory Committee (TAC)
- Citizens Advisory Committee (CAC)
- Bicycle/Pedestrian Advisory Committee (BPAC)

Additionally, temporary, or short-term project committees may be established by the MPO for transportation planning purposes.

There is a volunteer application process to participate in any of the MPO's activities. The application is available on request by mail or on the Hernando/Citrus MPO website at www.HernandoCitrusMPO.us.

Transportation Disadvantaged Local Coordinating Boards

The Transportation Disadvantaged Local Coordinating Boards oversee the activities of the Community Transportation Coordinator (CTC) which provides services to the transportation disadvantaged pursuant to Chapter 427, Florida Statutes. Hernando County and Citrus County each have a Transportation Disadvantaged Local Coordinating Board (TDLCB).

The MPO Board serves as the Designated Official Planning Agency (DOPA) for both TDLCB's. The TDLCB Board member positions are established by Florida Administrative Code 41-2. The TDLCB Boards are comprised of citizen and agency representatives.

TDLCB Meeting Details

TDLCB meetings are conducted quarterly and scheduled the second Thursday of the month (unless otherwise posted). Meeting notices are published in a newspaper of general circulation in the home county 5-10 days prior to any public TDLCB meeting. Additionally, the meeting notice will be posted to the MPO website 5-10 days prior to meeting. All meetings are open to the public and your participation is encouraged. Agendas are posted in advance of the meetings and are available online at www.HernandoCountyMPO.us.

TDLCB Meeting Location/Time

Hernando County TDLCB

Hernando County Building Training Facility
1661 Blaise Drive
Brooksville, Florida 34601
Time: 1:30 p.m.

Citrus County TDLCB

Lecanto Government Building
3600 W. Sovereign Path, Room 166
Lecanto, Florida 34461
Time: 9:30 a.m.

Technical Advisory Committee (TAC)

Membership of the TAC includes planners, engineers, transit, and other technical representatives from governmental agencies in the Hernando/Citrus MPO area. It is important for the TAC to be involved in the development of MPO plans and programs to ensure consistency with local programs and provide technical assistance as needed. The TAC is required under Florida Statute Chapter 339.175.

TAC Meeting Details

Committee meetings are required four times a year with additional meetings scheduled monthly as needed. The TAC may meet jointly with other committees on an as-needed basis.

The TAC typically meets on the fourth Thursday of the month (unless otherwise posted) at 9:00 a.m. and the meeting location alternates between Hernando and Citrus County. Please refer to the MPO website for the adopted meeting(s) calendar/location at www.HernandoCountyMPO.us.

Meeting notices and agendas will be posted to the MPO website 5-10 days prior to the meeting. All meetings are open to the public and your participation is encouraged.

TAC Meeting Location/Time

Hernando County

Hernando County Building Training Facility
1661 Blaise Drive
Brooksville, Florida 34601
Time: 9:00 a.m.

Citrus County

Lecanto Government Building
3600 W. Sovereign Path, Room 166
Lecanto, Florida 34461
Time: 9:00 a.m.



*Stakeholder Group for the Vulnerability & Risk Assessment
Study for Transportation Infrastructure (2023)*

Citizens Advisory Committee (CAC)

Membership of the CAC includes a cross section of citizens including transit users, citizens with physical disabilities/challenges, and citizens in the Hernando/Citrus MPO area. The CAC is required under Florida Statute Chapter 339.175. The CAC conducts joint meetings with the BPAC and may meet separately on an as-needed basis.

Bicycle/Pedestrian Advisory Committee (BPAC)

The BPAC assists the MPO in the development of priority plans and programs important to bicycle/pedestrian modes of transportation. The BPAC is comprised of volunteer members from the community who have technical, professional, or personal interests in the provision of safe non-motorized transportation. A cross section of public and private interests shall be represented. The membership includes citizen volunteers and agency representatives. The BPAC conducts joint meetings with the CAC and may meet separately on an as-needed basis. The BPAC is not statutorily required but exists at the pleasure of the MPO Board.

Joint Meeting Details of the CAC and BPAC

Committee meetings are required four times a year with additional meetings scheduled monthly as needed.

The CAC and BPAC may meet jointly with other committees on an as-needed basis.

The CAC and BPAC typically meet on the fourth Thursday of the month (unless otherwise posted) at 10:30 a.m. and the meeting location alternates between Hernando and Citrus County. Please refer to the MPO website for the adopted meeting(s) calendar/location at www.HernandoCountyMPO.us.

Meeting notices and agendas will be posted to the MPO website 5-10 days prior to the meeting. All meetings are open to the public and your participation is encouraged.

Joint CAC and BPAC Meeting Location/Time

Hernando County

Hernando County Building Training Facility
1661 Blaise Drive, Brooksville, Florida 34601
Time: 10:30 a.m.

Citrus County

Lecanto Government Building
3600 W. Sovereign Path, Room 166, Lecanto, Florida 34461
Time: 10:30 a.m.

MPO Staff

The MPO staff includes an Executive Director, MPO Coordinator, and an Administrative Assistant. Additionally, the MPO utilizes the services of General Planning Consultants for technical development of required plans and programs. The MPO Committees, along with staff, provide recommendations to the MPO Board regarding planning, implementation of projects, and related issues. The MPO staff works closely with the public, community agencies, consultants, and the Florida Department of Transportation (FDOT).

The MPO Staff can be contacted for questions or comments regarding the transportation planning processes and procedures:

- Visit our website at www.HernandoCitrusMPO.us
- Email us at mpo@hernandocounty.us
- Call us at (352) 754-4082



MPO Advisory Boards and Committees Volunteer Application Process

The MPO Board shall establish and appoint all committee memberships for citizens desiring to volunteer their services. The Metropolitan Planning Organization utilizes volunteers to serve on advisory boards and committees to assist in the cooperative, continuous, and comprehensive planning processes involved in transportation programs in the metropolitan area. The advisory boards and committees include citizen members and local/state agency members. To serve as a volunteer member on one of MPO's Boards or Committees, please note the following:

- Complete and submit an application form to the MPO staff. Applications are available on request by mail, online at www.HernandoCitrusMPO.us, and in the MPO offices.
- Citizen applications will be presented to the Metropolitan Planning Organization Board for appointment at a regular public meeting.

Methods for Recruitment

- Media releases are issued to county Public Information Officers for MPO member governments with a request to post on county websites and applicable social media platforms.
- Vacancies are posted to MPO website and applicable county social media platforms.
- Provide flyers to Transit operators in both counties with a request to post on buses and transit offices.
- Contact agency offices to fill vacant positions via email and telephone.

The volunteer application is available on request by mail or on the Hernando/Citrus MPO website at www.HernandoCitrusMPO.us.

PUBLIC PARTICIPATION AND OUTREACH POLICIES

Public Notice

The MPO informs the public, in a timely manner, of upcoming decisions regarding plans and programs. Notices will be advertised and/or posted on the website and in local newspapers in each county when required by the prescribed, applicable program. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Public Access

All meetings are open to the public and participation is encouraged. Meeting locations may alternate between Hernando and Citrus Counties. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act should contact the MPO at least two (2) days prior to the proceedings, for language assistance please contact the MPO at least five (5) days prior to the proceedings to allow adequate coordination time. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Public Comment Period

A key opportunity for members of the public to share their thoughts and ideas is during the public review and comment period. The public comment periods are intended to ensure the public has easy access to information and timely notice about the transportation planning process. The MPO advises the public of the comment periods utilizing the MPO website, the newspaper when applicable, social media of the counties when applicable, and during public meetings of the MPO Board and its standing committees and boards. The Hernando/Citrus MPO website has a section entitled Public Notice and Relevant News where public notices are posted for upcoming meetings and events at www.HernandoCountyMPO.us.

Stakeholder Coordination

To provide affected and interested parties' opportunities to comment on the transportation planning process pursuant to 23 USC 104(d)1, the MPO maintains an up-to-date database of contacts which includes:

- Elected Officials
- Local Government Staff
- Transportation Agencies (Port, Airports, Transit, etc.)
- Law enforcement and emergency services management, emergency operations centers, chambers of commerce, and economic development agencies.
- Local Media (TV, Radio, Print, etc.)
- Homeowners Associations
- Civic Groups
- Special Interest Groups (Other Interested Parties)
- Libraries (for Public Display)
- Federal, State, and local agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation, and other environmental issues
- Representatives of Users of Pedestrian Walkways
- Private Freight Shippers
- Representatives of Users of Bicycle Transportation Facilities
- Other parties that would have an interest in the planning and development of the transportation network, including affected public agencies in the transportation planning area
- Native American Tribal Council
- Representatives of Public Transportation Employees
- Providers of Freight Transportation Services
- Private Providers of Transportation
- Representatives of Users of Public Transportation
- Representatives of the Disabled
- Interested parties may request to be added to the email data base at any time. Please contact MPO staff.

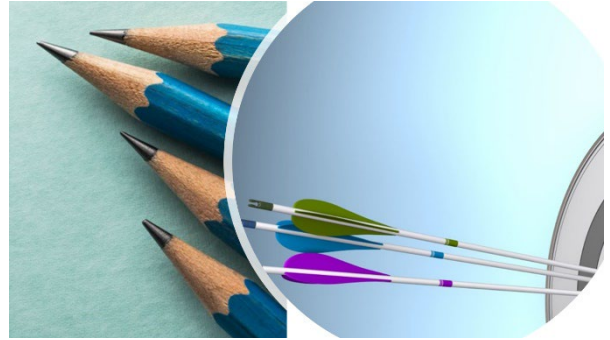


MPO OUTREACH STRATEGIES

The following outreach strategies are regularly used by the MPO:

- Provide timely information about transportation issues and processes to communities, affected public agencies, representatives of transportation agencies, private providers of transportation, other interested parties and segments of the community affected by transportation plans, programs, and projects affiliated with the Hernando/Citrus Metropolitan Planning Organization (MPO).
- Provide reasonable public access to technical and policy information used in the development of the LRTP, the TIP, and other appropriate transportation plans and projects, and conduct open public meetings where matters related to transportation programs are being considered.
- If the final draft of any transportation plan differs significantly from the one available for public review by the MPO and raises new material issues which interested parties could not reasonably have foreseen, an additional opportunity for public comment on the revised plan is made available.
- All transportation plans and project documents are posted to the MPO's website (www.HernandoCitrusMPO.us) to ensure reasonable access to the information by the public during the review period. Hard copy of the materials is available for public review during business hours at the MPO office or upon request.
- Comment forms are used to solicit public comment on specific issues or transportation plans being presented at a workshop or other public meeting.
- Comments may also be submitted via email (mpo@hernandocounty.us) or by regular mail. Responses to questions and comments concerning the public participation process, draft transportation plans, programs or public agency consultation process will be made directly to the citizen by letter, telephone call or by email within 10 days of receipt. A summary of comments received may be made part of the final plan or program.
- County and city social media platforms may be used to promote MPO activities. These platforms are used to communicate information to the public.
- Use visualization techniques at meetings and workshops may include geographical mapping, PowerPoint presentations, pictures, etc.
- Hold public meetings at convenient locations and accessible times which in the event of a statewide emergency, includes the ability to conduct virtual meetings.
- Coordination with the statewide transportation planning public involvement and consultation processes.
- Periodically review the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.
- Meeting notices and media releases shall be published on the MPO website (www.HernandoCitrusMPO.us). When required by specific plans or programs, meeting notices shall be published in a newspaper of general circulation in the required jurisdiction.

- Public notices will be sent to the Public Information Offices of Hernando County and Citrus County for posting public notices on their respective website.
- The MPO website will be used to keep the public up to date regarding plans and projects, and timelines for participation.
- An MPO logo and color scheme representing the MPO is used to promote products and publications of the MPO.
- E-mail announcements and MPO information will be e-mailed to interested persons that have submitted their e-mail addresses to MPO staff. Pursuant to Government-in-the-Sunshine, all email correspondence is subject to public review.
- Project Workshops/Open Houses/Community Forums may be used to provide project information to the public and to solicit public comment.
- Surveys may be available online or distributed in person.
- Project websites may be used for individual projects, such as corridor studies, that are typically performed using consulting services. In this case, a link to the project site would be included on the MPO site.
- In the event or situation that impacts the ability to strictly adhere to the public notice requirements, every effort will be made to furnish the public with the most current information available via the MPO website (www.HernandoCitrusMPO.us) and or the Public Information Offices of the jurisdictions of the metropolitan planning area. The MPO Executive Director is directed to take necessary administrative action for compliance with state and federal requirements and will advise the MPO Board accordingly.



PUBLIC PARTICIPATION AND NOTICE FOR CORE MPO PLANS AND PROGRAMS

Long-Range Transportation Plan (LRTP)

Identifies transportation improvements necessary to maintain adequate mobility and accommodate growth forecasted over the next 20-year timeframe. The plan includes long-range and short-range strategies that provide for development of an integrated multimodal transportation system (to include accessible pedestrian walkways and bicycle transportation facilities). The process includes innovative technical modeling and collaborative public engagement. Future goals, strategies, and projects to address the planning factors required by 23 C.F.R. 450.306(a) and (b)] are identified in the LRTP.

LRTP DEVELOPMENT	Every five (5) years
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft LRTP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	<ul style="list-style-type: none"> By the MPO Board, two advertised public meetings are required for adoption. LRTP documentation must be posted to the website and be available in MPO office no later than 90 days after adoption.
MODIFICATION	Minor changes to text, project/project phase costs, funding sources of previously included projects, and/or project/project phase initiation dates. Consult MPO handbook for guidance.
Public Review	No formal review required; modifications are posted to the website.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	A major revision to the LRTP, such as adding or deleting a project, a major change in project costs, initiation dates, and/or design concept and scope, such as changing project locations or the number of through traffic lanes. Consult MPO Handbook for additional threshold guidance.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting
Approval	<ul style="list-style-type: none"> By the MPO Board at an advertised public meeting. Roll Call Vote if amendment affects projects in the first 3 years.

Transportation Improvement Program (TIP)

The purpose of the Transportation Improvement Program (TIP) is to identify transportation needs and priorities of the metropolitan planning area including regionally significant projects regardless of their funding source (23 USC and 49 USC, Chapter 53). The TIP demonstrates the process of prioritizing, selecting, and funding transportation projects in accordance with federal requirements of Title 23 CFR 450 and Title 49 CFR Chapter 53, as amended.

The Transportation Improvement Program (TIP) is a five-year (5-year) plan for the Hernando/Citrus Metropolitan area which encompasses Citrus and Hernando counties and the cities within their boundaries, i.e., City of Crystal River, City of Inverness, and the City of Brooksville, respectfully. The plan includes the multi-modal project improvements consistent with the Long-Range Transportation Plan (LRTP) and is updated annually.

The TIP is developed through a continuing, comprehensive, and coordinated effort with the Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), Hernando/Citrus Metropolitan Planning Organization (MPO), and the public.

The adoption of the Transportation Improvement Program (TIP) of the Hernando/Citrus Metropolitan Planning Organization (MPO) is conducted pursuant to the Public Participation Plan (PPP). The process includes the review and recommendation of the TIP by the MPO's public committees, i.e., the Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and the Bicycle/Pedestrian Advisory Committee (BPAC), and is posted on the MPO's website for a 30-day public review comment period. The MPO Board will review and approve the TIP and provide it to the Florida Department of Transportation pursuant to law (Chapter 339.175 (8)).

TIP DEVELOPMENT	TIPs are developed annually and cover a 5-year period (5 th year is illustrative)
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft TIP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting Roll call vote.
MODIFICATION	Minor changes to text, project/project phase costs, funding sources of previously included projects, and/or project/project phase initiation dates. Consult MPO handbook for guidance.
Public Review	No formal review required; modifications are posted to the website.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	A major revision to the TIP, such as adding or deleting a project, a major change in project costs, initiation dates, and/or design concept and scope, such as changing project locations or the number of through traffic lanes. Consult MPO Handbook for additional threshold guidance.

TIP DEVELOPMENT	TIPs are developed annually and cover a 5-year period (5 th year is illustrative)
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting
Approval	<ul style="list-style-type: none"> By the MPO Board at an advertised public meeting. Roll Call Vote if amendment affects projects in the first 3 years.
ROLL FORWARD AMENDMENT	<ul style="list-style-type: none"> Takes place between July 1 and September 30. Project must appear in the amendment exactly as the newly adopted TIP. No public meetings with MPO committees (TAC, CAC, BPAC) are required. MPO Board approval, meeting notice is posted to the MPO website 5-10 days prior to meeting, or MPO Director approval with Board authorization.



"Bicycling on the Suncoast Trail"
Photo by: Kimberly Poppke

List of Priority Projects (LOPP)

The Hernando/Citrus MPO is responsible for annually developing a List of Priority Projects (LOPP) for Transportation Priority for Congestion Management and a List of Priority Projects for Transportation Alternatives and submitting the list to the Florida Department of Transportation (FDOT) for consideration during the development of the 5-Year Work program for the MPO area. The MPO, working through its Technical Advisory, Bicycle/Pedestrian Advisory, and Citizens Advisory committees, prioritizes projects based upon projects identified through the Cost-Feasible Plan of the 2045 Long-Range Transportation Plan (LRTP). This prioritization will also incorporate Complete Streets elements that rely on FDOT's Context Classification process. This will allow FDOT to review projects on the state system with the goal of applying Complete Street features wherever possible. On local facilities, it would also allow the MPO to suggest Complete Street features to the extent possible.

The LOPP includes a list of projects involving major improvement and congestion management and a separate list of transportation alternatives projects. These lists contain projects that are considered of highest priority for improvement by the MPO and its advisory committees. The criteria for the prioritization of transportation projects include existing and projected facilities levels of service, safety considerations, anticipated funding levels, ability to complete the project, and overall modal performance and system connectivity. Consistent with federal requirements and the 2045 Long-Range Transportation Plan (LRTP), the prioritization process considers the recommendations of the MPO Board's advisory committees (Technical Advisory Committee, Citizens Advisory Committee, and the Bicycle/Pedestrian Advisory Committee).

LOPP DEVELOPMENT	Annually
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft LOPP is posted to the MPO website at least 10 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Meeting notice is posted to the MPO Website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting Roll call vote.
MODIFICATION/ AMENDMENT	Any changes to project priorities, or addition/deletion of projects.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Documents are available on the MPO website for public review and comment for a minimum of 10 days prior to final action.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting.

Unified Planning Work Program (UPWP)

The Unified Planning Work Program (UPWP) describes the transportation planning projects to be performed within the Hernando/Citrus Metropolitan Planning Organization (MPO) study area which includes planning activities for both the Spring Hill Urbanized Area in Hernando County and the Homosassa Springs – Beverly Hills – Citrus Springs Urbanized Area in Citrus County.

Pursuant to Titles 23 and 49, Code of Federal Regulations (CFR), Chapter 339.175, Florida Statutes (F.S.), and the Federal Transit Act, the UPWP is the basis for allocating federal, state, and local funds for transportation planning purposes. The UPWP documents all planning tasks and related activities developed by the MPO and other transportation planning processes.

The UPWP must include a description of work, resulting products, who will perform the work, cost of the work and source of the funding. The UPWP covers two State fiscal years. The establishment of the initial 2-year program is considered “new UPWP development,” the 2nd year update is the “UPWP Revision.” A revision can be categorized as a modification or amendment depending on the threshold of revision.

UPWP DEVELOPMENT	New UPWP is developed every 2 years and covers 2 State fiscal years. UPWP is updated/amended in the second year, and as appropriate.
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft UPWP is posted to the MPO website at least 30 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 30-day public notice must be advertised. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at a public meeting in which public notice was provided on the MPO website.
MODIFICATION	Does not change the approved FHWA and FTA budget, scope of the FHWA and FTA funded work task(s) or add or delete a work task(s).
Public Review	No formal review required; modifications are posted to the website and uploaded to the MPO Document Portal.
Meeting Notices	Not applicable.
Approval	Administrative.
AMENDMENT	Changes the approved FHWA and FTA budget, changes the scope of FHWA and FTA work task(s), or add or delete a work task(s). <i>Note: changes may also require funding agreement amendment.</i>

UPWP DEVELOPMENT	New UPWP is developed every 2 years and covers 2 State fiscal years. UPWP is updated/amended in the second year, and as appropriate.
Financial vs. Non-Financial Amendment	<ul style="list-style-type: none"> Both financial and non-financial amendments can occur to the UPWP. Financial amendments can change the total amount of UPWP funding and/or the transfer of funds between tasks, while non-financial amendments will not change funding amounts. Examples of non-financial amendments include the following: <ol style="list-style-type: none"> Change in the scope or objective of the program or task; Change in key person, i.e., MPO Staff Director; Extension of the period of performance past the approved work program period; Sub awarding, transferring, or contracting out any of the activities in the UPWP; Disengaging from a project for more than 3 months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator; Including costs that require prior approval (e.g., capital and equipment purchases \$5,000 and above per unit cost).
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft amendment is posted to the MPO website at least 10 days prior to MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	<ul style="list-style-type: none"> By the MPO Board at a public meeting. Roll Call Vote if amendment affects projects in the first 3 years.

Public Participation Plan (PPP)

The PPP is defined as part of the transportation planning work program which identifies the public involvement strategies and the outreach activities to be undertaken by the Hernando/Citrus MPO. As required by federal law, a forty-five (45) day public comment period is held prior to Board adoption of the PPP to offer another avenue of public input. Once adopted, the plan is available on www.HernandoCitrusMPO.us.

PPP DEVELOPMENT, MODIFICATION, AMENDMENT	Reviewed
Public Review	<ul style="list-style-type: none"> Public meetings with MPO Committees (TAC, CAC, and BPAC). Draft UPWP is posted to the MPO website at least 45 days prior to the MPO adoption meeting to allow for public comment. Documents will also be available for public review in the MPO office, or upon request.
Meeting Notices	<ul style="list-style-type: none"> 45-day public notice must be advertised 23 CFR 450.316. Public notice is posted to the MPO website 5-10 days prior to the meeting.
Approval	By the MPO Board at an advertised public meeting.

Transit Development Plans

The Transit Development Plan (TDP) is the public transportation provider's strategic guide for public transportation over the next 10 years. The TDP identifies public transportation service improvement priorities, determines the operating and capital costs to implement these service improvement priorities, and outlines a strategy for implementation. Pursuant to rule 14-73.001, the Transit Development Plan (TDP) must include opportunities for public involvement.

The public transportation provider for Hernando and Citrus Counties are their respective Board of County Commissioners (BOCC) which are responsible for approval of the TDP. Notices of TDP adoption, amendment or annual progress reports are published in a newspaper of general circulation in the home county 5-10 days prior to any public action. Documents will be posted to their respective website and available for a 30-day review period for new TDPs, and 10-day review for TDP amendments or annual progress reports.

Updates to the Transportation Disadvantaged Service Plans (TDSP) for either Citrus or Hernando County are available on the MPOs website for public review prior to approval. Public access is provided as identified in this document.

Minor updates to the TDSP that do not affect program operations do not require public review (i.e.: corrections, clarifications, etc.).



State of Emergency

During a local, state, or federal emergency, every attempt will be made to follow the MPO participation plan or to offer alternatives for committee and board approval, to continue community engagement, and to seek input. Adjusted strategies may include enhanced use of media and social media resources, and increased mailings or mass email distributions. The MPO may consider providing information via webinar or short videos to cover topics which would have been addressed in an in-person meeting.

The MPO Continuity of Operations Plan (COOP) provides guidance in the event of an interruption of services due to an emergency. The purpose of the COOP is to provide the conditions for continuous performance of essential operations during a crisis, disaster, or other debilitating loss of resources and to ensure operational and managerial requirements are met.

The MPO is required by law to produce, approve, and submit the Unified Planning Work Program (UPWP), Long Range Transportation Plan (LRTP), List of Project Priorities, and Transportation Improvement Program (TIP) in compliance with statutory mandates and timelines. In the event the COOP is activated when one or more of these documents must be approved, the MPO is authorized to implement emergency protocols in a local, state, or federal declaration of a State of Emergency:

1. The Executive Director, in consultation with the Chair (or their respective successors), may request a deferral of approval depending on the emergency, the specific essential document needing approval, and the projected date when the MPO Board could meet again.
2. If the quorum requirements for public meetings are suspended by Executive Order of the Governor of the State of Florida, the MPO may hold a public meeting of the MPO Board using communications media technology, following rules pursuant to F.S. Section 120.54(5)(b)2, and waiving official recommendations from MPO committees.

APPENDIX A: INDEX OF PPP AMENDMENTS AND MODIFICATIONS POST ADOPTION

DATE	REVISION #	CHANGE TYPE	EXPLANATION OF THE CHANGE

APPENDIX B: PPP MONITORING ACTIVITIES

- The MPO website will be updated as necessary to maintain consistency with local, state, and federal requirements.
- Public Information Officers will provide links of notices on social media sites upon request of the MPO.
- Agendas with associated back up for all MPO Board and Committee meetings will be posted to the MPO website approximately 7 days prior to the public meeting.
- Public Notice for upcoming meetings will be posted to the website at least 5 to 10 days prior to the meeting or as prescribed by the project or program.
- The MPOs general email delivery mailbox will be monitored daily to address emails received.

APPENDIX C: FEDERAL PUBLIC INVOLVEMENT PROCESS REQUIREMENTS

The public involvement process requirements in 23 CFR 450, Section 450.316 are described below.

§450.316 INTERESTED PARTIES, PARTICIPATION, AND CONSULTATION

- (a) The MPO shall develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.



- 1) The MPO shall develop the participation plan in consultation with all interested parties and shall, at a minimum, describe explicit procedures, strategies, and desired outcomes for:
 - i. **Providing adequate public notice** of public participation activities and time for public review and comment at key decision points, including a reasonable opportunity to comment on the proposed metropolitan transportation plan (known as the LRTP) and the TIP.
 - ii. **Providing timely notice and reasonable access** to information about transportation issues and processes.
 - iii. **Employing visualization techniques** to describe metropolitan transportation plans and TIPs.
 - iv. **Making public information** (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web (Internet).
 - v. **Holding any public meetings at convenient and accessible locations and times.**
 - vi. **Demonstrating explicit consideration and response to public input** received during the development of the metropolitan transportation plan and the TIP.
 - vii. **Seeking out and considering the needs of those traditionally underserved by existing transportation systems**, such as low-income and minority households, who may face challenges accessing employment and other services.
 - viii. **Providing an additional opportunity for public comment**, if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues that interested parties could not reasonably have foreseen from the public involvement efforts.
 - ix. **Coordinating** with the statewide transportation planning public involvement and consultation processes under subpart B of this part; and
 - x. **Periodically reviewing** the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.
- 2) When significant written and oral comments are received on the draft metropolitan transportation plan and TIP (including the financial plans) because of the participation process in this section or the interagency consultation process required under the EPA transportation conformity regulations (40 CFR part 93, subpart A), a summary, analysis, and report on the disposition of comments shall be made as part of the final metropolitan transportation plan and TIP.

- 3) A minimum public comment period of 45 calendar days shall be provided before the initial or revised participation plan is adopted by the MPO. Copies of the approved participation plan shall be provided to the FHWA and the FTA for informational purposes and shall be posted on the World Wide Web (Internet), to the maximum extent practicable.
- (b) In developing LRTPs and TIPs, the MPO should consult with agencies and officials responsible for other planning activities within the Metropolitan Planning Area (MPA) that are affected by transportation (including State and local planned growth, economic development, tourism, natural disaster risk reduction, environmental protection, airport operations, or freight movements) or coordinate its planning process (to the maximum extent practicable) with such planning activities. In addition, the MPO shall develop the metropolitan transportation plans and TIPs with due consideration of other related planning activities within the metropolitan area, and the process shall provide for the design and delivery of transportation services within the area that are provided by:
- 1) Recipients of assistance under title 49 U.S.C. Chapter 53.
 - 2) Governmental agencies and non-profit organizations (including representatives of the agencies and organizations) that receive Federal assistance from a source other than the U.S. Department of Transportation to provide non-emergency transportation services; and
 - 3) Recipients of assistance under 23 U.S.C. 201-204.
- (c) When the MPA includes Indian Tribal lands, the MPO shall appropriately involve the Indian Tribal government(s) in the development of the metropolitan transportation plan and the TIP.
- (d) When the MPA includes Federal public lands, the MPO shall appropriately involve the Federal land management agencies in the development of the metropolitan transportation plan and the TIP.
- (e) MPOs shall, to the extent practicable, develop a documented process(es) that outlines roles, responsibilities, and key decision points for consulting with other governments and agencies, as defined in paragraphs (b), (c), and (d) of this section, which may be included in the agreement(s) developed under §450.314.



[[81 FR 34135](#), May 27, 2016, as amended at [81 FR 93473](#), Dec. 20, 2016: [82 FR 56544](#), Nov. 29, 2017]

APPENDIX D: GLOSSARY

ADA	The Americans with Disabilities Act of 1990 is a Federal law that requires public facilities (including transportation services) to be accessible to persons with disabilities including those with mental disabilities, temporary disabilities, and the conditions related to substance abuse.
BOCC	Board of County Commissioners. The Board of County Commissioners is the chief legislative body in a County. Five county commissioners are elected to four-year terms by the voters at large and represent the geographical district in which they reside. The Board approves the budget, adopts local ordinances and resolutions, and establishes policies which govern the County and ensure the health, safety, and welfare of the citizens.
BPAC	Bicycle/Pedestrian Advisory Committee. The BPAC is a standing committee appointed by the MPO Board.
CAC	Citizens Advisory Committee. The CAC is a statutorily required committee of which the members are appointed by the MPO Board.
CIP	Capital Improvement Program. The CIP is a multi-year schedule of capital improvement projects, including priorities and cost estimates, budgeted to fit the financial resources of the community.
CM	Congestion Mitigation. The CMP is a management system and process conducted by metropolitan planning organizations (MPO), such as the Hernando/Citrus MPO, to improve traffic operations and safety using either strategies that reduce travel demand or the implementation of operational improvements.
CMP	Congestion Management Process. The CMP is a management system and process conducted by metropolitan planning organizations (MPOs) to improve traffic operations and safety using either strategies that reduce travel demand or the implementation of operational improvements.
CMS	Congestion Management System. The Congestion Management System (CMS) was first introduced by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and continued under the successor law, the Transportation Equity Act for the 21st Century (TEA-21). The CMS was intended to augment and support effective decision making as part of the overall metropolitan transportation planning processes.
COOP	Continuity of Operations Plan. The COOP establishes policy and guidance to ensure the execution of mission essential functions for the Hernando/Citrus MPO if an emergency in Hernando County threatens or incapacitates operations, and to direct the relocation of selected personnel and resources to an alternate facility capable of supporting operations.
CTC	Community Transportation Coordinator. The CTC is the agency or organization in each county responsible for ensuring that coordinated transportation services are provided to serve the transportation disadvantaged.
CTD	Commission for Transportation Disadvantaged. The CTD is the State-level policy board for the coordination of transportation disadvantaged services.
DOPA	Designated Official Planning Agency. The DOPA is the entity responsible for transportation disadvantaged planning in each area. In the urbanized areas of the state, the planning agencies are metropolitan planning organizations (MPOs).

EJ	<u>Environmental Justice.</u> Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
FDOT	<u>Florida Department of Transportation.</u> FDOT is the State of Florida’s multi-modal transportation agency. Organizationally, it is composed of one Central Office in Tallahassee, seven District Offices, and the Florida’s Turnpike Enterprise.
FHWA	<u>Federal Highway Administration.</u> The FHWA is the Division of the U.S. Department of Transportation responsible for administering federal highway transportation programs under Title 23 U.S.C. and Title 49 U.S.C.
FTA	<u>Federal Transit Administration.</u> The FTA is the Federal entity responsible for transit planning and programs under Title 49 U.S.C.
FTC	<u>Florida Transportation Commission.</u> The mission of the FTC is to provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.
FTE	<u>Florida’s Turnpike Enterprise.</u> Florida’s Turnpike Enterprise (FTE) manages Florida’s Turnpike System and acts as a separate business unit of the Florida Department of Transportation (FDOT).
FTP	<u>Florida Transportation Plan.</u> The FTP is the state’s long-range plan guiding Florida’s transportation future. The FTP is a plan for all of Florida – and affects every resident, business, and visitor.
FS	Florida Statute. A permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections.
FY	Fiscal Year. A fiscal year is a 12-month period used in government accounting and financial reporting.
HISP	<u>Highway Safety Improvement Program.</u> The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.
ICAR	Intergovernmental Coordination and Review and Public Transportation Collaborative Agreement. The ICAR provides framework for review between MPO and Public Transportation actuals and regional planning councils.
LCB	Local Coordinating Board. The purpose of the coordinating board is to provide advice and direction to the CTC concerning the coordination of transportation services.
LEP	Limited English Proficiency. LEP refers to individuals who have a limited ability to read, speak, write, or understand English.
LOPP	List of Priority Projects. The LOPP is a list of priority projects developed pursuant to the Transportation Improvement Program (TIP)
LOS	Level of Service. LOS is a qualitative assessment of a road’s operating condition generally described using a scale of A (little congestion) to E/F (severe congestion).
L RTP	Long-Range Transportation Plan. The LRTP is a 25-year forecast plan required of state planning agencies and MPOs, which must consider a wide range of social, environmental, energy, and

economic factors in determining overall regional goals and consider how transportation can best meet these goals.

MPO	Metropolitan Planning Organization. The MPO is the designated agency for cooperative transportation decision-making, required for urbanized areas with populations over 50,000.
MPA	Metropolitan Planning Area.
MPOAC	Metropolitan Planning Organization Advisory Council. The MPOAC is a statewide transportation planning and policy organization created by the Florida Legislature pursuant to Section 339.175(11), Florida Statutes, to augment the role of individual MPOs in the cooperative transportation planning process.
NHFP	National Highway Freight Program. The purpose, among other goals, of the National Highway Freight Program (NHFP) is to improve efficient movement of freight on the National Highway Freight Network (NHFN).
PPP	Public Participation Plan. One of the required elements under MAP-21 is that a PPP (i) shall be developed in consultation with all interested parties, and (ii) shall provide that all interested parties have reasonable opportunities to comment on the contents of the transportation plan.
PTGA	Public Transportation Grant Agreement. A PTGA is an agreement between an agency and FDOT for transportation related projects.
SCOP	Small County Outreach Program source of funding
SCTPA	Sun Coast Transportation Planning Alliance. The SCTPA (formerly the West Coast Central Florida Chairs Coordinating Committee-CCC) is comprised of the following entities: Hernando, Citrus, Hillsborough, Pasco, Pinellas, Sarasota, Polk, and Manatee counties.
SIS	Strategic Intermodal System. The SIS is a Florida network of high-priority transportation facilities, including the State's largest and most significant commercial service airports, spaceport, deep-water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways, and highways.
STIP	State Transportation Improvement Program. The STIP is FDOT's Five-Year Work Program as prescribed by Federal law.
TA	Transportation Alternatives. As defined under 23 U.S.C. 101(a)(29) (MAP-21 1103), these are specific activities which can be funded with Surface Transportation Program (STP) funds; activities include pedestrian/bicycle facilities, recreational trails program, Safe Routes to School (SRTS) activities, railway corridor preservation, construction of turnouts, overlooks and viewing areas, control/removal of outdoor advertising, historic preservation and rehabilitation of historic transportation facilities, invasive species control, archeological activities relating to impacts from eligible transportation Project, mitigation of highway storm water runoff water pollution, and reduce vehicle-caused wildlife mortality, planning, designing and construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
TAC	Technical Advisory Committee. A standing committee of the MPO required pursuant to Florida Statute Chapter 339.175.
TD	Transportation Disadvantaged. Those persons who because of physical or mental disability, income, status, or age are unable to transport themselves or purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education,

shopping, social activities, or other life-sustaining activities, or children who are disabled or high-risk or at-risk as defined in Section 411.202, Florida Statutes.

TDLCB	Transportation Disadvantaged Local Coordinating Board. The Transportation Disadvantaged Local Coordinating Board (TDLCB)s are the technical level review Boards established, consistent with Florida Statute, Chapter 427.
TDP	Transit Development Plan. The Transportation Development Plan is required per Florida Administrative Code 14-73.
TDSP	Transportation Disadvantaged Service Plan. The TDSP is a plan for the provision and implementation of transportation disadvantaged services within a community.
TIP	Transportation Improvement Program. A priority list of transportation projects consistent with the adopted MPO Long-Range Transportation Plan (LRTP) and local government programs and comprehensive plans.
TITLE VI	Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance.
TRIP	Transportation Regional Incentive Program. State funds made available to provide incentives for local governments and the private sector to help pay for critically needed projects.
TRT	Technical Review Team. A group of professionals who come together to discuss and work out the details of a project with regards to their area of expertise.
UPWP	Unified Planning Work Program. A Unified Planning Work Program (UPWP) is the budgetary work program identifying the funding sources and work activities of the MPO.
USDOT	United States Department of Transportation.

APPENDIX E: VOLUNTEER APPLICATION



Hernando/Citrus Metropolitan Planning Organization Board & Committee Volunteer Application (Please type or print clearly)

Name: _____
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? _____ Citrus County? _____ For how long? _____

Do you reside within the city limits of Brooksville? _____ Crystal River? _____ Inverness? _____

Physical Address _____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Telephone (home/cell) _____ Business/Other _____ Email _____

Occupation _____

These committees may require travel outside of our county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes _____ No _____

Brief Resume of Education and Experience (Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.).

Why are you interested in serving on this Board/Committee? _____

Please list three references, including address, phone numbers and email address.

1. _____
2. _____
3. _____

Board/Committee Interested in Volunteering for:

_____ BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2-year term, 11 members

_____ CITIZENS ADVISORY COMMITTEE (CAC) – 2-year term, 11 members

_____ HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3-year term, 17 members (some positions require agency participation.)

_____ CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) – 3-year term, 17 members (some positions require agency participation.)

Is there a specific Board/Committee position you are interested in applying for? If so, please list the position below:

Have you ever been convicted of a felony or a misdemeanor (or similar offense) by court martial or plead nolo contendere (no contest) to such an offense, or plead guilty to such an offense (including all instances of the foregoing, even if adjudication was withheld or if you were placed on probation)?

(Answering Yes does not automatically disqualify you for consideration) Yes _____ No _____

If yes, state the court, crime committed, disposition of case, and dates _____

Emergency Contact #1: _____ Relationship: _____ Phone No. _____

Emergency Contact #2: _____ Relationship: _____ Phone No. _____

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the Government-in-the-Sunshine State Law.

I, the above-named applicant, agree to act as a volunteer for Hernando/Citrus Metropolitan Planning Organization (the "MPO"). I acknowledge and agree that activities performed by me as a volunteer will be performed strictly on a volunteer basis, without any pay, compensation, or benefits. I agree to comply with the rules and regulations established by the MPO to include, but not limited to, accurate recording of volunteer hours. Failure to comply with the rules and regulations may result in my immediate removal as a volunteer. If I am convicted of or plead no contest to a crime during my tenure as a volunteer, I agree to notify the Volunteer Coordinator immediately. I understand that during my volunteer activities, I may encounter individuals who have not received a background screening.

I agree _____ I do NOT agree _____

I grant Hernando County full permission to use my photographs, videotapes, or any other manner of recording my participation in this Program for any purpose.

I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of the county I am representing (either Hernando or Citrus County) and cannot be an elected official and/or a technical person involved in transportation planning in the county I am representing.

(Printed Name)

(Signature)

(Date)

Please complete this form and return it to:

Hernando/Citrus MPO
1661 Blaise Drive
Brooksville, Florida 34601
Email: mpo@hernandocounty.us



**Hernando/Citrus Metropolitan Planning Organization
Board & Committee Volunteer Application**
(Please type or print clearly)

Name: _____
(Your name must be listed as it appears on your driver's license)

**THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON
SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS
INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.**

Are you a resident of Hernando County? _____ Citrus County? _____ For how long? _____

Do you reside within the city limits of Brooksville? _____ Crystal River? _____ Inverness? _____

Physical Address _____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Telephone (home/cell) _____ Business/Other _____ Email _____

Occupation _____

These committees may require travel outside of our county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes _____ No _____

Brief Resume of Education and Experience (Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.).

Why are you interested in serving on this Board/Committee? _____

Please list three references, including address, phone numbers and email address.

1. _____
2. _____
3. _____

Board/Committee Interested in Volunteering for:

_____ BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2-year term, 11 members

_____ CITIZENS ADVISORY COMMITTEE (CAC) – 2-year term, 11 members

_____ HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3-year term, 17 members (some positions require agency participation.)

_____ CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) – 3-year term, 17 members (some positions require agency participation.)

Is there a specific Board/Committee position you are interested in applying for? If so, please list the position below:

Have you ever been convicted of a felony or a misdemeanor (or similar offense) by court martial or plead nolo contendere (no contest) to such an offense, or plead guilty to such an offense (including all instances of the foregoing, even if adjudication was withheld or if you were placed on probation)?

(Answering Yes does not automatically disqualify you for consideration) Yes _____ No _____

If yes, state the court, crime committed, disposition of case, and dates _____

Emergency Contact #1: _____ Relationship: _____ Phone No. _____

Emergency Contact #2: _____ Relationship: _____ Phone No. _____

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the Government-in-the-Sunshine State Law.

I, the above-named applicant, agree to act as a volunteer for Hernando/Citrus Metropolitan Planning Organization (the "MPO"). I acknowledge and agree that activities performed by me as a volunteer will be performed strictly on a volunteer basis, without any pay, compensation, or benefits. I agree to comply with the rules and regulations established by the MPO to include, but not limited to, accurate recording of volunteer hours. Failure to comply with the rules and regulations may result in my immediate removal as a volunteer. If I am convicted of or plead no contest to a crime during my tenure as a volunteer, I agree to notify the Volunteer Coordinator immediately. I understand that during my volunteer activities, I may encounter individuals who have not received a background screening.

I agree _____ I do NOT agree _____

I grant Hernando County full permission to use my photographs, videotapes, or any other manner of recording my participation in this Program for any purpose.

I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of the county I am representing (either Hernando or Citrus County) and cannot be an elected official and/or a technical person involved in transportation planning in the county I am representing.

(Printed Name)

(Signature)

(Date)

Please complete this form and return it to:

Hernando/Citrus MPO
1661 Blaise Drive
Brooksville, Florida 34601
Email: mpo@hernandocounty.us



AGENDA ITEM

TITLE

Review and Approval of the Update to the Bylaws of the Technical Advisory Committee (TAC)

BRIEF OVERVIEW

The Technical Advisory Committee (TAC) Bylaws were adopted on July 15, 2014, and amended on October 20, 2015, and December 8, 2016.

The major updates to the TAC Bylaws include the following:

- statutory citations (Section 339.175, FS) where applicable,
- removal of TBARTA as a member (TBARTA will no longer exist after June 2024),
- added the ability to cancel meetings in the Bylaws,
- added the ability of TAC members to serve on temporary ad hoc committees, and
- added language precluding TAC members from being related or residing in the same household.

On October 25, 2023, the Technical Advisory Committee (TAC) recommended approval of the Bylaws update.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review and approve the update to the Bylaws of the Technical Advisory Committee.

RESULT:	ADOPTED
MOVER:	John Allocco
SECONDER:	Rebecca Bays
AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard



**BYLAWS
OF THE
TECHNICAL ADVISORY COMMITTEE (TAC)
OF THE HERNANDO/CITRUS MPO
DRAFT**

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION**

1661 Blaise Drive
Brooksville, FL 34601
Contact: 352-754-4082
www.HernandoCitrusMPO.us
email: mpo@hernandocounty.us

Adopted July 15, 2014
Amended October 20, 2015
Amended December 8, 2016
Amended December 7, 2023 (**anticipated**)

BYLAWS

TECHNICAL ADVISORY COMMITTEE (TAC) HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)

A. PURPOSE - FUNCTION

1. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO to engage in a continuing, cooperative, and comprehensive transportation planning process with the State of Florida. The Technical Advisory Committee (TAC) is appointed by the Hernando/Citrus MPO Board in cooperation with the Florida Department of Transportation and shall consist of, whenever possible, professional, and technical planners, engineers, school representatives, local transit, aviation, and port authorities/representatives, and other appropriate employees of the signatory local governments of the Interlocal Agreement creating the MPO, and other designated agencies.
2. The TAC works cooperatively at the direction of the Metropolitan Planning Organization, in an advisory capacity on technical matters relating to transportation planning and programming.
3. The functions of the TAC shall include, but are not limited to, the following:
 - a. to provide a forum for development, discussion, coordination and exchange of new techniques, technology or methods utilized in transportation
 - b. to promote communication and coordination among members for the successful identification of transportation improvements
 - c. to review and make recommendations concerning transportation studies, reports, plans, amendments and/or programs
 - d. to make priority recommendations to the Hernando/Citrus MPO Board based on the agreed transportation needs of the area
 - e. to provide continuing liaison with local, state, and federal agencies involved in the transportation planning processes

B. MEMBERSHIP

1. The TAC shall be comprised of 12 regular members and three (3) non-voting advisors, as designated herein.
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 - a. Hernando County Planning Department
 - b. Citrus County Planning Department
 - c. Hernando County of Public Works
 - d. Citrus County Public Works Department
 - e. Hernando County School District

- f. Citrus County School District
- g. City of Brooksville
- h. City of Inverness
- i. City of Crystal River
- j. Hernando County Transit
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**BYLAWS
OF THE
TECHNICAL ADVISORY COMMITTEE (TAC)
OF THE HERNANDO/CITRUS MPO**

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION**

**1661 Blaise Drive
Brooksville, FL 34601
Contact: 352-754-4082
www.HernandoCitrusMPO.us
email: mpo@hernandocounty.us**

Adopted July 15, 2014
Amended October 20, 2015
Amended December 8, 2016
Amended December 7, 2023

BYLAWS

TECHNICAL ADVISORY COMMITTEE (TAC) HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)

A. PURPOSE - FUNCTION

1. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO to engage in a continuing, cooperative, and comprehensive transportation planning process with the State of Florida. The Technical Advisory Committee (TAC) is appointed by the Hernando/Citrus MPO Board in cooperation with the Florida Department of Transportation and shall consist of, whenever possible, professional, and technical planners, engineers, school representatives, local transit, aviation, and port authorities/representatives, and other appropriate employees of the signatory local governments of the Interlocal Agreement creating the MPO, and other designated agencies.
2. The TAC works cooperatively at the direction of the Metropolitan Planning Organization, in an advisory capacity on technical matters relating to transportation planning and programming.
3. The functions of the TAC shall include, but are not limited to, the following:
 - a. to provide a forum for development, discussion, coordination and exchange of new techniques, technology or methods utilized in transportation
 - b. to promote communication and coordination among members for the successful identification of transportation improvements
 - c. to review and make recommendations concerning transportation studies, reports, plans, amendments and/or programs
 - d. to make priority recommendations to the Hernando/Citrus MPO Board based on the agreed transportation needs of the area
 - e. to provide continuing liaison with local, state, and federal agencies involved in the transportation planning processes

B. MEMBERSHIP

1. The TAC shall be comprised of 12 regular members and three (3) non-voting advisors, as designated herein.
2. The directors of the public agencies and local government departments and/or divisions identified below shall each appoint one (1) person to represent it on the Committee. Persons appointed to the Committee shall be technically qualified representatives employed by that agency, department, or division for the purpose of planning, engineering, and/or administration, with responsibility for comprehensive planning or the operation, control, development, or improvement of the transportation system. Each member will have one (1) vote.
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- 4. Any vacancy in office created by resignation or replacement of the Chair/Vice Chair by the appointing agency shall be filled by majority vote of members present at the next regularly scheduled meeting. The new office holder will fill the remainder of the unexpired term of the vacant office.

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E. AMENDMENTS

Recommended changes in the Bylaws require a majority vote of the current TAC members at any meeting, provided that all voting members have received written copies of proposed amendments with the regular agenda prior to the meeting. The TAC recommended changes must be presented to the MPO Board for review and approval.



AGENDA ITEM

TITLE

Review and Approval of the Update to the Bylaws of the Bicycle/Pedestrian Advisory Committee (BPAC)

BRIEF OVERVIEW

The Bylaws of the Bicycle/Pedestrian Advisory Committee (BPAC) were adopted on July 15, 2014, and amended on October 20, 2015, February 21, 2017, and August 19, 2021.

The major updates to the BPAC Bylaws include the following:

- added a statement that the BPAC can cancel meetings,
- clarified the practice of conducting joint meetings with the Citizens Advisory Committee (CAC),
- added the ability of BPAC members to serve on temporary ad hoc committees, and
- added language precluding BPAC members from being related or residing in the same household.

On October 25, 2023, the Bicycle/Pedestrian Advisory Committee (BPAC) recommended approval of the update to the Bylaws.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review and approve the update to the Bylaws of the Bicycle/Pedestrian Advisory Committee.

RESULT:	ADOPTED
MOVER:	Steve Champion
SECONDER:	Rebecca Bays
AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard



**BYLAWS
OF THE
BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC)
OF THE HERNANDO/CITRUS MPO
DRAFT**

**HERNANDO/CITRUS
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Adopted July 15, 2014
Amended October 20, 2015
Amended February 21, 2017
Amended August 19, 2021
Amended December 7, 2023 (anticipated)

BYLAWS

BICYCLE/ PEDESTRIAN ADVISORY COMMITTEE (BPAC) HERNANDO/CITRUS METRTROPOLITAN PLANNING ORGANIZATION (MPO)

A. PURPOSE - FUNCTION

1. Bicycle and Pedestrian Network Planning
 - a. Assist the MPO in the development of comprehensive bikeways and pedestrian plans and projects.
 - b. Propose policies for the development of bikeway and pedestrian system networks.
 - c. Coordination and integration with regional multi-use trail networks.
2. Plan Review
 - a. Annually review the bikeway and pedestrian plans and proposed amendments.
 - b. Review transportation improvement programs (TIP) for inclusion of bikeway and pedestrian related projects.
3. Plan Implementation
 - a. Recommend bikeway and sidewalk priorities to committees and MPO for inclusion in local and State capital improvement programs.
 - b. Recommend a priority of projects for inclusion in the MPO's plans, and to recommend funding/implementation strategies.
4. Education and Coordination
 - a. Coordinate bicycle and pedestrian issues and promote an ongoing education program that will raise awareness, encourage a heightened recognition of safe practices, and improve perceptions and attitudes of motorists, pedestrians, and cyclists.
 - b. To promote the enforcement of existing traffic laws as related to bicycle and pedestrian safety.
 - c. Assist in the dissemination of general bicycle information to bicycle organizations and citizens.

B. MEMBERSHIP

1. Membership of the Bicycle/Pedestrian Advisory Committee (BPAC) shall consist of 11 voting persons.
2. The directors of the public agencies and local government departments and/or divisions identified below shall each appoint one (1) person to represent it on the Committee. Persons appointed to the Committee shall be technically qualified representatives employed by that agency, department, or division for the purpose of planning, engineering, and/or administration, with responsibility for comprehensive planning or the operation, control, development, or improvement of the transportation

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Alternate representatives may be designated to act on behalf of represented agency members with the privileges accorded thereto, except nominating, voting for office or standing for office. Alternate agency representatives must be employed or designated by the represented agency.

The BPAC is also comprised of volunteer members from the community who have technical, professional, or personal interests in the provision of safe non-motorized transportation. A cross section of public and private interests shall be represented.

- h. Four (4) Citizen-at-Large Representatives shall be appointed by the MPO Board (two members from Hernando County and two members from Citrus County).

3. The BPAC may have non-voting agency representatives to include:

- a. The Florida Department of Transportation
- b. Hernando County Sheriff's Office
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4. Committee members may be asked to represent the BPAC on short-term/temporary ad hoc committees.

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AGENDA ITEM

TITLE

Review and Approval of Scope C for Consultant Services for the 2050 Long-Range Transportation Plan for the Hernando/Citrus Metropolitan Planning Organization

BRIEF OVERVIEW

The 2050 Long-Range Transportation Plan (LRTP) work is in progress by the MPO's general planning consultant Kimley-Horn. Attached is Scope C for the 2050 LRTP work as submitted by the consultant, Kimley-Horn. The 2050 LRTP is due to the Florida Department of Transportation and Federal Highway Administration by December of 2024, and is tentatively scheduled for approval by the MPO Board on October 3, 2024, in order to meet stringent federal requirements. The remaining work on the 2050 LRTP (Scope C) will need to commence as soon as possible in order to complete the 2050 LRTP in accordance with federal deadline requirements.

Issuance of a Task Order for Scope C is contingent on the execution of the General Planning Consultant Contracts, approval of the work scope by the MPO Board, and a general planning consultant work authorization approved by the FDOT.

FINANCIAL IMPACT

Funding is programmed and available in PL Grant Contract #G2774 pursuant to the adopted Unified Planning Work Program for FY2023-FY2024, and in MPO Fund 1031 of Hernando County's adopted Fiscal Year 2024 budget, Department 34050, in Consultant Services. Since the UPWP and the PL Grant Contract #G2774 end June 30, 2024, it is possible that a portion of the project will have to be funded from Fiscal Year's 2025 UPWP which is adopted in the Spring of 2024. In this case, the proposed UPWP for Fiscal Year 2025 will reflect the project for inclusion and approval.

LEGAL NOTE

Pursuant to Chapter 339.175, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review and approve Scope C in the amount of \$202,064 for the 2050 Long-Range Transportation Plan and authorize MPO Staff to proceed with submitting the work authorization to the Florida Department of Transportation followed by a requisition of a purchase order and subsequent issuance of Notice to Proceed to Kimley-Horn & Associates, Incorporated. Approval is subject to the execution of the General Planning Consultant Contract No. 23-RG0033/AP to Kimley-Horn & Associates, Incorporated.

RESULT:	ADOPTED
MOVER:	Steve Champion
SECONDER:	Rebecca Bays

AYES:	Schlabach, Allocco, McBride, Champion, Bell, Bays, Meek and Campbell
ABSENT:	Narverud and Kinnard

SCOPE OF SERVICES
2050 LONG-RANGE TRANSPORTATION PLAN – SCOPE C
PLAN DEVELOPMENT PHASE 3
HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION
(NOVEMBER 29, 2023)

A. TASK OBJECTIVE DESCRIPTION

Background

The Hernando/Citrus MPO is required to update its Long-Range Transportation Plan (LRTP) every five years. This update of the LRTP will have a horizon year of 2050 and must be adopted by the MPO Board and submitted to the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) by December 2024. The 2050 plan must address the Federal requirements of the Bipartisan Infrastructure Law and existing and subsequent rule making available at the time of scope development. Additionally, F.S. 339.175 requires that LRTP's must be coordinated ~~with~~ and consistent with local government Comprehensive Plans.

Overview

This scope of services provides support to the Hernando/Citrus MPO in the development of the 2050 Long-Range Transportation Plan.

The following tasks or plan elements are necessary to the project goal and objectives:

- Task 1: Finalize Cost Affordable Plan
- Task 2: Plan Documentation
- Task 3: Public Engagement Support
- Task 4: Regional Coordination and Technical Support

B. SCOPE OF SERVICES

Task 1: Finalize Cost Affordable Plan

The CONSULTANT will finalize the Draft Cost Affordable Plan work of Scope B. This will include revisions to cost estimates and project selection. This will also address incorporating transportation resilience recommendations provided by the study completed by one of the MPO's Consultants. This will also include updating the system performance report based on the final 2050 travel demand forecast prepared by the FDOT's consultant in coordination the District's MPOs.

Responsibilities of the CONSULTANT:

- Finalize Cost Affordable Plan
- Incorporate Transportation Resilience Recommendations into the LRTP
- Finalize System Performance and Prepare Standard Performance Report

Responsibilities of the MPO:

- Review and provide written comments to CONSULTANT on the performance evaluation information, standard performance report and draft documentation for 2050 Multimodal Cost Affordable Plan.

Task 2: Plan Documentation

This task results in the completion of the MPO Adoption Package (Document A), Final Report, Technical Appendix, and Summary Report. This work effort includes tabular listings and maps of the recommended 2050 Multimodal Needs and Cost Affordable Plans and the 2040 Interim Cost Affordable Plan.

MPO Adoption Package Document A

A series of draft MPO Adoption Packages (Document A) will be prepared as summarized below:

1. An initial draft will be provided for MPO staff review
2. A draft version will be formally submitted to the FDOT. A meeting will be held with the MPO and FDOT staffs to review comments on the draft Document A report.
3. A final version of Document A will be developed based on comments from the FDOT, MPO, public, etc., that will serve as the adoption package that will be used to present the plan for the public hearing as part of the plan adoption. The CONSULTANT will provide the Final MPO Adoption Package to the MPO in an electronic version only.

Note: It is anticipated that changes to the Adoption Document A will occur between each draft.

Responsibilities of the CONSULTANT:

- Prepare initial draft MPO Adoption Package (Document A) for MPO Staff review and comment;
- Prepare a revised draft MPO Adoption Package (Document A) and submit to FDOT for review and comment by FDOT;
- Meet with MPO and FDOT Staffs to Review Draft Package;
- Prepare Final MPO Adoption Package; and
- Provide the final MPO Adoption Package to the MPO (electronic version only).

Responsibilities of the MPO:

- Review initial draft MPO Adoption Package Document A;
- Meet with CONSULTANT and FDOT to Review Draft Package Document A; and
- Receive Final MPO Adoption Package Document A.
- Additional hard copies as necessary will be provided by MPO staff.

2050 LRTP Final Report, Technical Appendix, and Summary Report

This task results in the completion of the 2050 LRTP Final Report, Technical Appendix, and Summary Report that will summarize the key components of the plan, specifically the Multi-modal Needs Plan, Cost Affordable Plan, Interim Cost Affordable Plan as well as other sections as agreed upon by the CONSULTANT and MPO staff. The report could include the following in a summary format:

- Certification of Adoption
- Introduction
- Goals, Objectives, Policies, and Performance Targets
- Planning Assumptions
- Transportation Plan (Needs and Cost Feasible)
- Public Involvement
- Performance Measurement
- Plan Implementation

A revised table of contents will be prepared and provided to the MPO for review and comment prior to preparing the report.

Drafts of the 2050 Long-Range Transportation Plan Final Report, Technical Appendix, and Summary Report will be prepared and submitted to the MPO and FDOT for review. A meeting will be held with the MPO staff to review comments on the draft reports. The CONSULTANT will provide electronic versions of the reports to the MPO staff.

The Summary Report will be designed to be visually appealing and will be printed in color to enhance the document's user-friendliness. This document will capture the core elements of the plan making use of graphics, maps, and tables to present the key highlights of the plan. The CONSULTANT and MPO staff will discuss necessary documentation components needed in addition to the Summary Report. It is the intent that the Summary Report will be the final report that will be submitted as part of the adoption package.

Responsibilities of the CONSULTANT:

- Prepare Draft Summary Report
- Prepare Final Summary Report
- Prepare Draft Final Report
- Prepare Final Report
- Prepare Draft Technical Appendix
- Prepare Final Technical Appendix
- Meet with MPO staff to review draft Final Reports
- Prepare final reports and the electronic version.

Responsibilities of the MPO:

- Review table of contents and provide direction on format and content.
- Meet with CONSULTANT staff (as well as FDOT staff if necessary).
- Review and provide comments on draft reports.
- Printing will be provided by MPO staff.

Task 3: Public Workshop Support

This task provides for the CONSULTANT to attend and support the MPO staff at up to 4 public workshops and 2 environmental justice workshops. The effort to develop materials for the 4 public workshops and 2 environmental justice workshops are provided for in previous scopes of work.

Task 4: Regional Coordination and Technical Support

The CONSULTANT will provide on-going technical support to the Hernando/Citrus MPO staff in the plan development process. This includes preparation and attendance meetings with local

agencies and at regional coordination meetings such as the Technical Review Team (TRT). This also includes attendance at Hernando/Citrus MPO TAC, CAC/BPAC, and Board meetings. Preparation and attendance at meetings under this task will only occur at the direction of the MPO staff. This task element also provides for technical support to the MPO staff as requested and has a limit of \$11,140.

C. TIME OF COMPLETION

Tasks 1 to 3 will be developed consistent with the FDOT and Sun Coast Transportation Planning Alliance (SCTPA) schedules for developing the long-range transportation plans and associated modeling efforts and is anticipated to be completed for submittal to USDOT by January 5, 2024, assuming an LRTP adoption date of October 10, 2023. The project will close out and be finalized by January 31, 2025. Task 4 will be completed on an on-call basis with direction from the MPO Executive Director.

D. COMPENSATION

The budget for this scope of services is \$202,064. Attached is the Exhibit "B" Task Fee Quotation Proposal form itemizing the project activities.

E. RECORD KEEPING

The CONSULTANT shall prepare an invoice on a monthly basis. The invoice will be based on the percent complete achieved for each authorized task. The invoice will also show the total amount previously invoiced and the net amount due for the current invoice. The CONSULTANT shall provide a monthly status report illustrating the work accomplished during the monthly reporting period. Invoices are due and payable upon receipt. Tasks will be billed on a lump sum fee basis as summarized in the attached man hours and budget summary (Exhibit "B" Task Fee Quotation Proposal) form included as part of this scope of services. Services will be provided in accordance with this Scope of Services and pursuant to the executed Contract 23-RG0033/AP.

Hernando County Exhibit “B” Form Attached

CONTRACT No. 23-RG0033/AP - GENERAL PLANNING CONSULTANT (MPO)
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL
 Doc. ID: MPO Approved 12/07/23

PROJECT NAME: 2050 Long Range Transportation Plan Scope C TASK ORDER No. 1

PROJECT ACTIVITY	Senior Professional		Professional 2		Professional 1		Analyst		Senior Support		Admin Support		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
1 Finalize Cost Feasible Plan	26	\$8,398	42	\$10,710	60	\$11,700	60	\$8,940	20	\$3,780	8	\$816	\$44,344	216	\$205.30
2 Plan Documentation	72	\$23,256	180	\$45,900	36	\$7,020	240	\$35,760	80	\$15,120	15	\$1,530	\$128,586	623	\$206.40
3 Public Workshop Support	36	\$11,628	18	\$4,590		\$0		\$0	4	\$756	10	\$1,020	\$17,994	68	\$264.62
4 Regional Coordination and Tech. Support	20	\$6,460		\$0	24	\$4,680		\$0		\$0		\$0	\$11,140	44	\$253.18

SUB-TOTAL HOURLY COSTS \$ 202,064.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 0

Miscellaneous Expenses (Subconsultant) \$ 0

NOT TO EXCEED TOTAL LUMP SUM COST \$ 202,064.00

Firm Name: <u>Kimley-Horn</u> Signature: _____ _____ (Printed Name and Title) Date: _____	HERNANDO COUNTY		
	Department Name	Authorized Signature	Purchasing Coordinator
	_____	_____	_____
	(Date)	(Printed Name and Title)	(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

CONTRACT No. 23-RG0033/AP - GENERAL PLANNING CONSULTANT (MPO)
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL
 Doc. ID: MPO Approved 12/07/23

PROJECT NAME: 2050 Long Range Transportation Plan Scope C TASK ORDER No. 1

PROJECT ACTIVITY	Senior Professional		Professional 2		Professional 1		Analyst		Senior Support		Admin Support		Basic Activity	Man Hrs	Avg
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	\$ AMOUNT	by Activity	Hrly Rate
1 Finalize Cost Feasible Plan	26	\$8,398	42	\$10,710	60	\$11,700	60	\$8,940	20	\$3,780	8	\$816	\$44,344	216	\$205.30
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SUB-TOTAL HOURLY COSTS \$ 202,064.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 0

Miscellaneous Expenses (Subconsultant) \$ 0

NOT TO EXCEED TOTAL LUMP SUM COST \$ 202,064.00

Firm Name: <u>Kimley-Horn</u> Signature: <u>B. K. Klapper, Jr.</u> (Printed Name and Title) Date: <u>1/31/24</u>	MPO Department Name <u>12-8-23</u> (Date) Robert M. Esposito (Printed Name and Title) MPO Executive Director	HERNANDO COUNTY Purchasing Coordinator _____ (Date)
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TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.