

MONROE COUNTY
REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR
ROADS VULNERABILITY ANALYSIS AND CAPITAL PLAN
MONROE COUNTY, FLORIDA



BOARD OF COUNTY COMMISSIONERS

Mayor, David Rice, District 4
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COUNTY ADMINISTRATOR

Roman Gastesi, Jr.

CLERK OF THE CIRCUIT COURT

Kevin Madok

November 2018

PREPARED BY:

Monroe County Sustainability Department
Rhonda Haag

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on **January 8, 2019 at 3:00 P.M.**, the Monroe County Purchasing Office will receive and open sealed responses for the following:

**PROFESSIONAL SERVICES FOR
ROADS VULNERABILITY ANALYSIS AND CAPITAL PLAN
MONROE COUNTY, FLORIDA**

Pursuant to F.S. § 50.0211(3)(a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR www.monroecountybids.com. The Public Record is available at the Monroe County Purchasing Office located in the Gato Building, 1100 Simonton Street, Room 2-213, Key West, Florida.

All responses must be sealed and must be submitted to the Monroe County Purchasing Office.

Publication Dates

Citizen: Sat., 11/24/18

Keys Weekly: Thur., 11/29/18

The News Barometer: Fri., 11/30/18

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SECTION ONE: INSTRUCTION TO RESPONDENTS

1.1 INTRODUCTION and BACKGROUND

A. Introduction / Summary of Work:

Monroe County, Florida requires the professional services of a firm to provide a roads vulnerability analysis and resulting recommendations for adaptation measures in the form of a long-term Roadway Adaptation Implementation Plan for elevating roads maintained by Monroe County that are vulnerable to sea level rise. A Final Report shall also be provided outlining the various analyses conducted and resulting decisions made and why. Monroe County maintains an estimated 311 miles of roads throughout the County, and is nearing completion of a project gathering mobile LiDAR elevation data of these roads. This vulnerability analysis project shall be designed to lessen the frequency and severity of flooding from sea level rise and storms, and decrease predicted flood damage to those roads.

In addition, the Village of Islamorada maintains an estimated 60 miles of roads and the City of Marathon maintains approximately 63 miles of roads. Ocean Reef maintains an estimated 20 miles of roads. Proposers shall be prepared to include Islamorada, Marathon and Ocean Reef in the scope of services. Mobile LiDAR work has not yet been performed in the municipalities but is being considered. Separate pricing structure and deliverables will be required during the negotiation process if the County elects to move forward with the services for these municipalities or Ocean Reef. These services are at the option of the County, and will be funded by the municipalities if the decision is made to include work in the municipalities.

At the County's option, the selected proposer shall also have some participation in the partnership that Monroe County has entered into with the U.S. Army Corps of Engineers (USACE) to investigate storm and sea level rise vulnerability for the Florida Keys, including the U.S. 1 corridor in Monroe County. The USACE began the 3-year study in October to assess the risk to the County's only evacuation route from the Florida Keys, U.S 1, due to sea level rise, storm risk, surge, evolving weather patterns and other changing conditions which pose a potential risk to Monroe County. Given the geography of Monroe County, and in particular its length and low-lying nature, the time-frame and organization required to evacuate the population for storm events in the Keys is unique. The Study Agreement will target completion of the feasibility study within 3 years. The Study will address how present and future risk to coastal storm hazard and changes to mean sea level will affect coastal areas in the Keys, including the integrity of U.S 1. The overall goal of the Study approach is to analyze all information through one functional geospatial lens to produce estimates of existing and future coastal vulnerability through a connected and synchronized view of all integrated products. Through this framework, a holistic and more intuitive view of future steps, future priorities, partners, solutions and projects can be envisioned by a broad range of stakeholders focused on this critical facility.

The overall project work shall include, but not be limited to, adaptation measures based on a proposed acceptable level of service or range of level of service alternatives for roadway elevation, reconstruction of base and asphalt, drainage, potential pump stations, etc., landscape or other elements. It will also identify whether construction easements, private property purchases, etc. are needed for a particular alternative or solution, whether roadway elevation and/or storm water conveyance and treatment methods are needed. The recommended roadway adaptations shall include legally-required storm water capture, transport and treatment systems to meet the unique water quality standards applicable to Monroe County

Cost benefit analysis, policy considerations, funding strategies and other services should be

considered. Engagement of stakeholders and residents shall be included as a means of gathering information and gaining feedback on potential neighborhood recommendations. In addition, an analysis and recommendation(s) will be made as to potential maximum levels and days of allowable flooding per year (level of service). The County has an interim standard that allows no more than an average maximum of 7 days of flooding from sea level rise on any particular street per year based on the anticipated length of time that road project will be in service.

An analysis and recommendations for green infrastructure shall be included, using vegetation, soils, and other elements and practices to restore some of the natural processes required to manage water and create healthier urban environments. These concepts shall also be examined for any compromises to design functionality and may not be applicable in every area.

Optional services may include, among other things, an outlook of the future of the Keys' roads and transportation system, a visioning exercise to begin long term planning to meet the needs in 2060 and beyond, other creative approaches and/or tasks to provide options for thought and future planning for County managers and elected officials.

The final deliverables will include, but not be limited to, the vulnerability analysis, policy analysis, cost benefit analysis, funding strategy, optional services that were proposed and accepted, and a **Roads Implementation Plan** that includes specific recommendations for road adaptations for the next 5, 10, 15, 20 and 25 years for the vulnerable segments of roadways and also looks at potential options for years 2060 and 2100. A list of projects shall be included for capital improvements in the County's annual roads budget.

B. Background:

Monroe County has a *GreenKeys Climate Change and Sustainability Plan*, available at <http://greenkeys.info/>, which includes cross-cutting strategies and various road-specific adaptation goals. The SE FL Climate Change Compact has a *Regional Climate Action Plan I and II* "RCAP" that addresses transportation issues related to Climate Change more broadly.

Monroe County is among the most vulnerable communities in the nation to rising sea levels, with a 120-mile archipelago of islands, most of which are at or near sea level. The County must prepare now to identify the roads subject to inundation over the short and long-term, and prepare a plan of action for identifying which roads will require considerations including: adaptations such as elevation, the level of inundation and frequency to be contemplated, the type and height of existing mean high water, the groundwater elevation, the type and height of adaptation measure proposed, storm water management, potential funding strategies, and a policy analysis of the "levels of service" the County may or may not be able to provide to residents given the challenges of cost versus the level of sea level rise the County is facing. These considerations should also result in a method of ranking road project priorities and factors to be considered in doing so.

Monroe County has improved on the existing USGS aerial LiDAR elevation data, as a mobile LiDAR data gathering effort is nearing completion by the County's LIDAR consultant. Such data may not be available to respondents during the solicitation period. It will be provided to the successful respondent after receipt from the LiDAR firm. Monroe County has also begun to incorporate expectations about climate change into individual projects, and has been conducting an in-house inventory of frequently-flooded areas, available at this link <http://greenkeys.info/flooding-photos/>.

This project will merge climate change science and modeling, with transportation engineering and

planning to develop a long-term roads adaptation plan based on transparent levels of design criteria, sea level rise projections, and adaptation methodology. It will bring climate change science to the local level, building upon previous efforts, and also bringing together policy, science, engineering, finance and planning. The end results will help prepare valuable assets such as our County's roadway infrastructure in the Florida Keys for the current and future impacts of climate change. The outcomes of this project will include practical guidance for Monroe County tackling this issue, and also a detailed Implementation Work Plan for long-term road infrastructure adaptation projects to prepare for sea level rise.

Results will be presented to the public and the County Commission. Decision points along the way will also be presented to the public and the County Commission for input.

1.2 COPIES OF RFQ DOCUMENTS

- A. Only complete sets of RFQ Documents will be issued and used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFQ Documents may be obtained in the manner and at the locations stated in the Notice of Request for Qualifications.

1.3 DISQUALIFICATION OF RESPONDENT

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG- FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal.

Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

1.4 EXAMINATION OF RFQ DOCUMENTS

- A. Each Respondent shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

1.5 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received *in writing ten (10)* or more days prior to the date fixed for opening of responses will be given consideration. Written inquiries should be emailed to Rhonda Haag, **Director of Sustainability** at haag-rhonda@monroecounty-fl.gov. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on Demand Star and a notification will be furnished by Demand Star to all known prospective Respondents listed as plan holders prior to the Response opening date. It shall be the Respondents' sole responsibility thereafter to download the addendum. Each Respondent shall acknowledge receipt of such addenda in their Response. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he or she has received all addenda issued before responses are opened.

1.6 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Respondent.

1.7 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response on

behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person having an interest in the submitting entity.

1.8 SUBMISSION OF RESPONSES

- A. **Two signed originals and three copies** of each response shall be submitted.
- B. The response shall be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and “**RFQ for Roads Vulnerability Analysis and Plan**”, addressed to the entity and address stated in the Notice of Request for Qualifications, on or before 3:00 P.M. local time on **January 8, 2019** If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Qualifications. Faxed or e-mailed statements of qualifications shall be automatically rejected. Responses will be received until the date and hour stated in the Notice of Request for Qualifications.
- C. Each Respondent shall submit with his Response the required evidence of his qualifications and experience.

1.9 CONTENT OF SUBMISSION

The proposal submitted in response to this RFQ shall be printed on 8-1/2” x 11” white paper and bound; it shall be clear and concise and provide the information requested herein. Statements submitted without the required information may not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent must submit adequate documentation to certify the Respondent’s compliance with the County's requirements. Respondents should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

A response which fails to meet any material term or condition of the response, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that includes the title “**ROADS VULNERABILITY ANALYSIS AND CAPITAL PLAN**”. The cover page should contain Respondent’s name, address, telephone number and the name of the Respondent’s contact person.

B. Tabbed Sections

Tab 1. Executive Summary

The respondent shall provide, at a minimum, the following:

- History of the firm or organization, and particularly include projects that are similar in nature to the services requested in the RFQ.
- Narrative of the firm's qualities and capabilities that demonstrate how the firm will work with the County to fulfill the requirements of the scope of work.
- Brief summary of the approach being proposed.
- Reference any optional services included in the response that the team would like the County to consider.
- A complete listing of all subconsultants proposed on the project team.

Tab 2. Relevant Experience, References and Past Performance on Similar Projects

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed Project, including projects in Monroe County and similar coastal environments. The response shall include:

- Firm's business background
- Experience in coastal roads planning and adaptation to sea level rise or similar work
- Proven experience and success in neighborhood and large-scale multi-disciplinary roadway adaptation, storm water and drainage-related planning and implementation
- Experience in landscaping, green roads and sustainability features
- Experience in policy and legal analysis, cost benefit analysis, financing analysis, level of service analysis
- Public engagement experience
- Years in business and industry
- Experience in optional services offered
- Prime Respondent or Sub-consultant must be pre-qualified by Florida Department of Transportation (FDOT) in the work group 3.1 Minor Highway Design
- Experience in the Florida Keys on roadway projects or other projects that indicate a familiarity with local roads, conditions, neighborhoods, regulatory requirements, environmental considerations, potential barriers, etc.

Each Respondent shall provide a list of past projects that are the same or similar to the scope of the proposed project. The list should include the information below:

- Name and full address of referenced project and organization
- Name and telephone number of Contact person for contract
- Date of initiation and completion of contract for referenced projects
- Brief summary of the project and services including a comparison to services sought by this RFQ.

The Respondent shall also provide at least two written references from a Florida local government or other governmental entity other than Monroe County, for which the Respondent has provided the same or similar services during the past three years. Each reference shall include, at a minimum, the information listed above.

Tab 3. Project Approach and Management

The Respondent shall describe in detail the approach and methodology proposed to accomplish

the necessary activities. The project approach shall reflect a clear understanding of the scope of work and project needs, including an understanding of and experience in local conditions, regulations and environmental issues that may affect the design, particularly considering the project spans over 100 miles of islands with varying elevations, environments, geology, neighborhoods, etc. and is entirely within the confines of a National Marine Sanctuary. The proposal shall indicate how potential barriers (such as conditions and limitations of local roads, neighborhoods, regulatory requirements, environmental considerations, etc.) will be handled.

A discussion of sea level rise projections shall be included, including the recommended projections to be used, the main one of which must be from the SE FL Climate Compact. A gap analysis of existing information and needed information may be included. Proposed approaches to the analyses for vulnerability, level of service, legal and policy, cost benefit and funding shall be included.

The consultant shall seek feedback from residents through neighborhood meetings and provide project status presentations through a series of general public meetings to be scheduled throughout the design development process. The proposal shall include a public participation plan

Proposals shall include a general description of the project strategy. Many of the roads are in rural or small neighborhood areas, spread out over hundreds of miles, with varying ground elevations, and therefore a one-size-fits-all strategy will not work. A discussion about the look and feel of potential new roadway and drainage infrastructure shall be included, along with potential pitfalls and potential negative reactions from residents and how these issues can be managed or avoided.

Tab 4: Optional Services

In addition to the base services, respondents may include in their responses options which provide equivalent, better or more effective performance or planning. The response should describe how any optional or alternative service achieves substantially equivalent or better performance or contributes to a more effective long term plan for the County. They might for example include a visioning exercise, an analysis of the future livability of the Keys in regards to sea level rise and the roads conditions and potential alternative forms of transportation needed to support certain levels of service for roadways or other transportation choices for years 2040 and beyond, or other options and alternatives that respondents may propose.

Tab 5. Staffing for this Project & Qualifications of Key Personnel

Consultant personnel shall include engineers specifically knowledgeable in local conditions in the Keys, neighborhood non-urban road adaptations and elevation projects, coastal engineering and professionals skilled in environmental permitting, civil engineering - specifically neighborhood roadway adaptation and elevation design, drainage system analysis, site survey, landscape architecture (for general site design issues, planting materials and storm water management). Other professionals with expertise in green infrastructure, legal and policy analysis, cost benefit analysis, financing options, public engagement and visioning expertise are recommended.

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

A complete list of sub-consultants shall be provided, along with resumes of key staff of the Consultant and sub-consultants.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An **organizational chart** shall be included in this section. The Respondent shall also include a **resume** for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position. Include in this section the location of the main office and the location of the office proposed to work on this project.

Staff of the County's Sustainability (Key Largo) and Engineering (Key West) departments are the primary contacts for all work performed under this contract. The consultant should anticipate multiple in-person meetings with county personnel to accomplish the work and public meetings to be held in the upper, middle and lower Keys. Additional videoconference meetings will be scheduled as needed. Other innovative public communications tools or methods should also be included.

Tab 6. Financial Information and Litigation

The Respondent will provide the following information:

- (1) A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- (2) A list of the officers and directors of the entity;
- (3) The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications;
- (4) The number of years the person or entity has operated under its present name and any prior names;
- (5) A print out of the "Detail by Entity Name" screen from the Respondent's listing in www.sunbiz.org;
- (6) A copy of the Respondent's Annual Report that is submitted to the Florida Secretary of State;
- (7) Answers to the following questions regarding claims and suits:
 - a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Answer yes or no. If yes, provide details;
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Answer yes or no. If yes, provide details;
 - c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? Answer yes or no. If yes, provide details;
 - d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? Answer yes or no. If yes, provide details;

e. Whether, within the last five years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation; Answer yes or no. If yes, provide details;

(8). [Customer references](#) (minimum of three), including name, current address and current telephone number;

(9). [Credit references](#) (minimum of three), including name, current address and current telephone number;

(10). [Financial statements](#) for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

Tab 7. County Forms

Respondent shall complete and execute the forms specified below and found at the designated pages in this [RFQ](#), and shall include them in the section tabbed six; failure to provide executed documents may result in respondent being determined to be not fully response to the RFQ.

Forms

- Response Form
- Lobbying and Conflict of Interest Clause
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Respondent's Insurance and
- Indemnification Statement
- Insurance Agent's Statement
- Public Entity Crime Statement

Copies of all professional and occupational licenses shall be included in this section.

1.10 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents if addressed to the entity and address indicated in the Notice of Request for Qualifications and received prior to Proposal due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and **“Sea Level Rise Resilience And Vulnerability Analysis For County Roads And Related Services”** If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Proposals. Faxed or e-mailed modifications shall be automatically rejected.

1.11 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

1.12 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened. Respondents names shall be read aloud at the appointed time and place stated in the **Notice of Request for Competitive Solicitations**. Monroe County’s representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.13 DETERMINATION OF SUCCESSFUL RESPONDENT

Following the receipt of responses, the selection committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total below. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the contract documents, may be rejected at the option of the County.

Each TAB section will be given points used to score and evaluate firms and individuals. The point structure is as follows:

TAB	CRITERION	MAX POINTS
1	Cover Page and Executive Summary	- 5 to +5
2	Relevant Experience, References and Past Performance on Similar Projects	30
3	Project Approach and Management.	35
4	Optional Services and Alternatives.	10
5	Staffing for this Project & Qualifications of Key Personnel	20
6	Financial Information and Litigation	-5 to 0
7	County Forms	-5 to 0
	TOTAL	100

1.14 AWARD OF CONTRACT

- A. The County reserves the right to award separate contracts for portions of the work, waive any irregularity in any response, or to re-advertise for all or part of the work contemplated
- B. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time, or who, after investigation of references or other criteria, does not meet County standards.
- C. The recommendation of the committee and the responses of three or more Respondents may be presented to the Board of County Commissioners of Monroe County, Florida, for final selection. Negotiations will be undertaken with the Respondents as ranked.

1.15 EXECUTION OF CONTRACT

The Respondent with whom a contract is negotiated shall be required to return to the County four executed counterparts of the prescribed contract together with the required certificates of insurance.

1.16 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent/Proposer. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$100,000/\$500,000/\$100,000 Bodily Injury by Accident/ Bodily Injury by Disease, policy limits/ Bodily Injury by Disease each Employee
General Liability, including	\$300,000 per Person; \$500,000 per Occurrence; \$200,000 Property Damage or \$500,000 Combined Single Limit
Vehicle Liability, including	\$300,000 Combined Single Limit If split limits are provided, the min limits: \$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage

Professional Liability

\$500,000 per Occurrence/\$1,000,000
Aggregate

Monroe County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

1.17 INDEMNIFICATION

The Respondent covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Respondent or any of its Sub consultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Respondent, its Sub consultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity caused by the Respondent, the Respondent agrees and warrants that the Respondent shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Respondent is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

**REQUEST FOR WAIVER OF
INSURANCE REQUIREMENTS**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Respondent: _____

Contract for: _____

Address of Respondent: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver will apply to: _____

Signature of Respondent: _____

Approved _____ Not Approved _____

Risk Management: _____

Date: _____

County Administrator appeal: _____

Approved _____ Not Approved _____

Date: _____

Board of County Commissioners appeal: _____

Approved _____ Not Approved _____

Meeting Date: _____

Respondent SIGNATURE: _____

SECTION TWO: SCOPE OF WORK

ROADS VULNERABILITY ANALYSIS AND CAPITAL PLAN MONROE COUNTY, FLORIDA

2.01 Project Background

Monroe County maintains over 311 miles of roads, as shown Exhibit A. Note that some of them are located in the municipalities. The Village of Islamorada maintains an estimated 60 miles of roads, the City of Marathon maintains approximately 63 miles of roads and Ocean Reef maintains an estimated 20 miles of roads (**which may be included at the option of the county**). Many of these roads are relatively low lying and some already flood during the fall King Tide season or other routine high tide events, resulting in frequent flooding of the road surface, destruction of the underlayment of the roads, interference with traffic, discharge of poor water quality in large quantities to nearshore waters and compromised drainage systems.

There are already numerous road segments below the mean high water elevation, and more in the future as the tides continue to rise, resulting in frequent tidal flooding of these roads in residential areas. The tidal flooding forces residents to drive their vehicles through various levels of saltwater (up to 16 inches deep in some areas) and pedestrians to walk around or through the water on the roads, limiting access to residential areas. During extreme tidal events (“king tides”) many areas flood partially or fully.

Flooding is a nuisance to residents and visitors, as homes and businesses and other areas become inaccessible. In addition to the negative impacts on resident and visitor experiences, flooding has financial impacts, as flooded roads cause increased maintenance and reduced service life for the County. Roads and parking lots that are flooded periodically may also deter people from residing in or visiting the Keys. Therefore, to ensure uninterrupted or minimally interrupted operation now and in the future, flood mitigation road improvements are required, as are level of service and other related analyses.

Incorporating flood mitigation measures can be costly if performed in an untimely manner, in a disconnected, haphazard method or on an emergency basis. However, by incorporating periodic maintenance and planned road elevation elements based on projected vulnerability over time, the cumulatively additional cost of adapting to sea level rise may be significantly less. For this to occur, proper planning of improvements relative to current and projected future water levels and roads conditions is required. In addition, some areas of the roads are slated for upgrades individually, thus it is important to consider future improvements of related elements.

2.02 Objectives

The primary objective of the project is to analyze the impacts of current and projected levels of sea level rise on all roads (and potentially bridges) that the County maintains and to develop an implementation plan and timeline to adapt roads for sea level rise. Factors such as population density, environmental and site conditions, as well as frequency of flooding should all be factored into the Implementation Work Plan. The vulnerability analysis and modeling will build on the County’s mobile LiDAR elevation data currently being collected, and previous modeling work conducted by the County to increase the understanding of tidal flooding behavior on County maintained roads.

The work will look at impacts to roads as well as the benefits and costs to offset these impacts and to what level impacts can be offset. The differing environmental conditions from the Upper to Lower Keys and between ocean and bay side of the Keys should be identified and evaluated in order to develop appropriate strategies for adaptation. The results shall also be used to determine new policy considerations and design criteria for what the acceptable levels of service should be (an annual average allowance of 7-days of tidal flooding per year is the Interim standard set during the pilot roads project).

Also included in this scope of work is harmonizing the technical and policy basis for mitigation and adaptation strategies and projects. New policy approaches may be needed to support technical recommendations and that account for future flood risk, level of service decisions (such as for less populous areas that may also be subject to the largest impacts of sea level rise), regulatory strategies for permitting with other agencies, prioritization on current, continued and future levels of service, storm water features, and funding strategies for long term decision-making. An analysis of implementation strategies should be compiled and incorporated into the final Plan document.

2.03 Optional Services.

The respondent may propose other additional optional services that would improve the overall project whether in technical, financial, policy, outreach, implementation, or other areas.

2.04 Scope

The scope of work builds the County's GreenKeys Sustainability and Resilience planning efforts (<http://greenkeys.info/>), new mobile LIDAR data currently underway, and previous methodologies used in the County *Pilot Road Analysis for Big Pine Key and Twin Lakes* to develop the following components:

- Based on existing and current modeling efforts, updated mapping of future sea level rise under defined scenarios, identifying priorities of risk areas where roadway impacts are expected in the short, medium and long term;
- An analysis of policy and legal approaches of other local governments within Florida and nationally on similar capital planning efforts that may include topics such as: basis for enhanced design criteria, establishing and maintaining current and future levels of service, potential obstacles and case studies;
- Recommended strategies for adaptation projects, comparing level of service alternatives and focusing on identified priorities and preparation of an Implementation Work Plan;
- Costs and alternative financing strategies in the context of a long-term capital planning effort (example 5, 10, 15 and 20 years); and
- A public involvement component that includes public meetings, Board of County Commissioners briefings, staff briefings, clear presentations, strong graphical representations, website content and innovative public engagement techniques.

Task 1 – Data Collection

- a. **LiDAR Survey Data and Existing Survey Data Compilation:** The County will provide the mobile LIDAR survey data currently being prepared by the County's LiDAR Consultant for County maintained roads and any other existing survey data to the selected respondent. General observations will be made in areas without existing data or LIDAR data coverage. The mobile LiDAR data is not yet complete and may not be available to potential respondents during the RFQ period. It will be available soon after the

solicitation opening. It will be in ASPRS LAS v1.2 format. The data is projected in NAD83(2011) State Plane Coordinates – Florida East Zone, NAVD88 (Geoid12B) – US Survey Feet.

- b. **Tidal Data.** The Consultant shall gather all data that may be necessary to perform the work in the project including but not limited to all tidal data such as Annual High Tide, Mean High Tide, Annual Low Tide and Mean Low Tide mean higher high water, wetland resource delineations adjacent to or in the vicinity of existing roads an estimated or that might pose future regulatory concerns with future adaptation projects. Any data, such as invert elevations for any existing storm water features that are important to consider and may be impacted by future sea level rise shall be included.
- c. **Road Data.** Width and availability of road right of ways for the sections of roads recommended for adaptations in the given time frames shall be provided.
- d. **Storm water Structures.** The County has some data on storm water structures which will be provided to the selected respondent. An evaluation of existing and proposed storm water infrastructure shall be provided, identifying necessary repairs, replacements and new drainage, based on a 10-year, 20-year rainstorm as predicted by the most current regional rainfall model, as well as the anticipated rise in sea-level over the next 5, 10, 15, 20, 25 and 50 years. Since current sea levels are less than projected sea levels for 2060, the County would expect that there would be fewer roadway flood events in the near term versus the long term unless long term projections are proven to be incorrect. With respect to local storm surges being relatively unpredictable, consultants may elect to use projected sea level elevations, along with a projected storm surge value or safety factor, to form the basis for the drainage designs. The storm water evaluation shall include:
 - 1) Review of any past designs, reports, analysis, and studies.
 - 2) Development of conceptual plans, cross-sections and profiles to provide new or improved drainage, sidewalks and curbing (as they exist).
 - 3) Analysis of additional alternatives to solving potential flooding/ drainage problems other than road elevation, such as vegetated dunes, pumping stations, seawalls, rip-rap, etc.
 - 4) Evaluation of existing storm water infrastructure for capacity and condition, and identification of repairs, replacements and new infrastructure needed. Evaluation to be based on the most current precipitation data, as well as the anticipated rise in sea-level over the next fifty years.
 - 5) Storm water treatment methods shall be identified and designed, tailored to fit the various vulnerability roadway areas, geography and site conditions.
 - 6) Development of engineered conceptual plans to establish or improve drainage
- e. **Site Assessment and Condition Survey:** Consultant will conduct site assessments of the County maintained roads to understand road conditions, pavement conditions and adaptation alternatives feasibility relative to sea level rise and flooding. An evaluation of existing roads relative to condition of structural road components and service life will be

conducted. This information will be utilized to determine if potential flood mitigations concepts can be incorporated in required short term maintenance projects and long term adaptation measures.

- f. **Vegetation Assessment:** Consultant will conduct a general assessment of any existing environmental constraints with or adjacent to the right of way that may impact the work.
- g. **Other Potential assessments:**
 - Width and availability of road right of ways
 - Encroachments on right of ways, shoulders or roads
 - Placement of subsurface utility lines that may interfere with road elevation projects
 - Other assessments as may be identified and proposed by the Respondent

Task 2 Engineering Analyses

- a. **Sea Level Rise: Consultant** will use sea level rise projections provided by the *SE FL Climate Change Compact* in their analysis and development of the Plan. Additional projections may be proposed and the reasons for potential inclusion identified.
- b. **King Tide Predictions:** Published king tide data from at least 2015, 2016, 2017 and 2018 will be used to document extreme tide water levels. In addition, Consultant will preliminarily assess the increased water level due to wind setup for normal conditions. The Project sites vary, but the Bayside roads are dominated by easterly winds, which combined with the shallow depths of Florida Bay provides enhanced conditions for wind setup. The wind setup will result in increased water level along the shoreline fronting the wind. Wind setup is not incorporated in tidal data and should be added in order to determine high water levels during normal conditions.
- c. **Storm water and Tide Water Management:** Consultant will analyze the options for capturing, conveying, treating and releasing storm water and flood water inundation for the various sections of the roadways to be recommended for adaptation

Task 3– Flood Mitigation Concept Development

- a. **Vulnerability Assessment:** Consultant will determine the present vulnerability of the county's roads to tidal and surge flooding conditions. The capacity of the system will be estimated based upon ease of managing the flooding at sites and the relative importance of each road, potentially considering economics, the environment, social well-being, emergency management, and other criteria to be proposed by the Consultant.
- b. **Inundation Mapping:** Consultant will assess potential inundation for various proposed scenarios to be agreed upon by the county related to the sea level rise projections provided by the SE FL Compact and king tide events, based on available Lidar elevation and other topographic data. The project area will be categorized relative to flood exposure as well as critical areas, which could potentially limit use or access of other areas. The mapping will be assessed relative to the frequency and magnitude established herein. The Consultant shall provide GIS layers as a deliverable that show the level of the road versus the elevation of MHHW / groundwater elevations and an assessment from them when the

difference between the two becomes so little that drainage no longer occurs by gravity. Loss of ability to use gravity for drainage and need to convert to alternative treatment will drive timing of adaptation to a greater extent than water on the road surface

- c. **Flood Mitigation Concepts:** Consultant will develop general flood mitigation concepts for the areas subject to a high frequency of inundation or with limited coastal resiliency. The concepts will be based on providing increased resiliency in the short and long term. The concepts will consider, but not be limited to, the following criteria:
- Level of protection relative to sea level rise and king tides
 - Maintenance cost
 - Impacts to marine resources, if any.
 - Permit feasibility
 - Local conditions or restrictions
 - Potential phasing of future adaption
 - Operational impacts
 - Service life
 - Level or road elevation needed to prevent flooding for years 5, 10, 15, 20 and 25 and a general review up to year 2100.
 - Geographic Areas with high populations or highly inundated roads shall be analyzed for *potential* prioritizing, subject to the approval of the County.
- d. **Bridges:** Generally, it is anticipated that the elevation of the approach road to each bridge will dictate what, if anything, will need to be done to the bridge. However, the Consultant's review shall include at least a cursory review of the bridges. It is unknown how bridges will be part of the project to the extent that they will need to be adapted or raised, etc. for SLR. The Consultant may make recommendations on how to move forward in the proposal.

Task 4 - Adaptation Recommendations: Once it has been determined where and how the roads are vulnerable to flooding, specific adaptation options will be evaluated and recommended for various roads, groups of roads, or sections of roads. Adaptation options will be subjected to a cost-benefit analysis, based on both current and future conditions, in order to determine when various options become cost-effective.

Task 5 –Public and Stakeholder Involvement

- a. **Stakeholder Input:** Consultant will discuss the concepts with Monroe County Sustainability and engineering staff, operational staff and vendors to obtain input relative to priorities, operations and impacts of concepts. Discussions will be conducted prior to and after development of concepts as applicable. Public meetings will be held at the end of specific tasks or when specific deliverables are due so that decisions for the next tasks may be built in and the next tasks may be based on those conclusions or feedback.
- b. **Resident Input:** Consultant will conduct a series of public meetings to seek input from residents on potential alternatives in their neighborhood and again at the end to communicate the results.

- c. **Public Involvement Plan:** A final public involvement plan should be created that includes tentative schedules and methods of communications to the public. Innovative communications strategies should be included.

Task 6 – Final Report and Roads Implementation Plan.

A regional, comprehensive, and integrated Roads Adaptation Implementation Plan will be developed based upon the results of the previous tasks. The adaptation strategy will include specific recommendations for actions to protect against tidal flooding in the roads deemed vulnerable in the study period. It will be based upon the time ranges in the future when critical elevations are reached at the sites. The time ranges are estimated from the flooding impacts of the high and low SE FL Climate Compact SLR scenarios for 2030, 2070, and 2100. The adaptation plan will include actions to be taken over 5, 10, 15, 20, and 25 years, plus general recommendations for 2060 and 2100.

A benefit-cost analysis will be carried out based upon adaptation costs and damages avoided due to adaptation. Preliminary quantities for the proposed adaptations on the road sections deemed vulnerable during the given time frames will be determined in order to prepare preliminary cost estimates. Volumes will be calculated based on desktop methods for order-of-magnitude cost estimates.

A schedule will be provided that considers infrastructure elevations relative to operational requirement, service life, maintenance projects, and sea level projections. The Plan will be a living document to be periodically updated, as sea level rise projections are updated and will provide a unique opportunity to plan roadway infrastructure adaptations and will be the model for Monroe County on dealing with sea level rise for its County maintained roads. A funding and phasing component shall be included.

The project's deliverables are anticipated to include, but not be limited, to:

- a) A detailed roads vulnerability analysis using the criteria contained herein and other criteria as may be recommended by the respondent for future sea level rise conditions
- b) Maps of the County roads recommended for adaptation
- c) A Report on the analysis detailing the vulnerabilities and recommended road adaptation options
- d) GIS datasets incorporating the survey and vulnerability analysis results
- e) An Implementation Work Plan for selected adaptation options for years 5, 10, 15, 20 and 25 which shall include conceptual designs. A general discussion of years 2060 and 2100 shall be included as to potential long term options and recommendations
- f) Engineering designs for recommended capture, conveyance and treatment of storm water and flood waters for the vulnerable sections of roads recommended for adaptations.
- g) Analysis on “level of service” possibilities and final recommendation on LOS and how to implement it
- h) A public involvement and engagement effort
- i) A final public report and presentation to the County on the recommendations included in the Implementation Work Plan, lessons learned during the course of the project about the County’s road infrastructure vulnerability analysis framework, and other related services

2.05 Standards

Documents shall conform to the standards contained in the latest versions of the following:

1. Florida Department of Transportation Roadway Plans Preparation Manuals
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways <http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
4. Florida Department of Transportation Surveying Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation Drainage Manual
<http://www.dot.state.fl.us/rddesign/dr/files/2017DrainageManual.pdf>
6. MUTCD
<http://mutcd.fhwa.dot.gov/>
7. American Disabilities Act
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
8. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
9. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&SubMenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

SECTION THREE: DRAFT CONTRACT

AGREEMENT FOR

Sea Level Rise Vulnerability Analysis and Planning for County Maintained Roads Infrastructure Adaptation

This Agreement (“Agreement”) made and entered into this _____ day of _____, 2018 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners (“BOCC”),

AND

_____ a _____ of the State of _____, whose address is _____ its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT to provide a sea level rise vulnerability analysis of the County’s road infrastructure and an Implementation Adaptation Plan for the next 25 years; and

WEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to engineering conceptual design and related services, which services shall collectively be referred to as the “Project”;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT/CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other

authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

- 1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.
- 1.1.3 The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;
- 1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.5 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONSULTANT.
- 1.1.6 At all times and for all purposes under this agreement the CONSULTANT is an independent CONSULTANT and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, CONSULTANTS, servants, or agents to be employees of the Board of County Commissioners for Monroe County.
- 1.1.7 The CONSULTANT shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.
- 1.1.8 The CONSULTANT shall complete the scope of services no later than _____

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT'S Scope of Basic Services consist of those described in Attachment A. The CONSULTANT shall commence work on the services provided for in this Agreement

promptly upon his receipt of a written notice to proceed from the COUNTY.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its sub consultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

For the County:

Ms. Rhonda Haag
Director of Sustainability
Monroe County
102050 Overseas Highway, Ste 246
Key Largo, Florida 33070

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant:

ARTICLE III

ADDITIONAL SERVICES

- 3.1** Additional services are services not included in the Scope of Basic Services. Should the COUNTY require additional services they shall be paid for by the COUNTY at rates or fees negotiated at the time when services are required, but only if approved by the COUNTY before commencement.
- 3.2** If Additional Services are required, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

- 4.1** The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.
- 4.2** The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3** Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.
- 4.4** The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the CONSULTANT.
- 4.5** The COUNTY's review of any documents prepared by the CONSULTANT or its sub consultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6** The COUNTY shall provide copies of necessary documents required to complete the work.
- 4.7** Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

- 5.1** The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, sub CONSULTANT(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.
- 5.2** The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this

agreement. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, the CONSULTANT agrees and warrants that he shall hold the COUNTY harmless and shall indemnify him from all losses occurring thereby and shall further defend any claim or action on the COUNTY'S behalf.

- 5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT hold the COUNTY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claims or action on the COUNTY'S behalf.
- 5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.
- 5.5 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT monthly in current funds for the CONSULTANT'S performance of this Agreement the Total Not to Exceed Amount of _____ broken out as follows:

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services;

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

7.4.2 The COUNTY's performance and obligation to pay under this Agreement is

contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII
INSURANCE

- 8.1** The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days' notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.
- 8.3** CONSULTANT shall obtain and maintain the following policies:
- A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.
 - B. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
 - C. Comprehensive business automobile and vehicle liability insurance Coverage will be maintained throughout the life of the contract and include, as a minimum, liability coverage for:
Owned, Non-Owned, and Hired Vehicles
The minimum limits acceptable is:
\$300,000 Combined Single Limit (CSL)
If split limits are provided, the minimum limits acceptable are:
\$200,000 per Person
\$300,000 per Occurrence
\$200,000 Property Damage
 - D. Commercial general liability, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or sub Consultants or sub consultants, including Premises and/or Operations, Products and Completed Operations, Independent Consultants; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with \$500,000 Combined Single Limit.

An Occurrence Form policy is preferred. If coverage is changed to or provided

on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

- E. Professional liability insurance of \$500,000 per occurrence and \$1,000,000 annual aggregate. If the policy is a “claims made” policy, CONSULTANT shall maintain coverage or purchase a “tail” to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT’S liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- G. CONSULTANT shall require its sub consultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for sub consultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.
- I. If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of

County Commissioners for Monroe County and the CONSULTANT, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub CONSULTANT shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

- A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days' written notification to the CONSULTANT.
- B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.
- C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONSULTANT with five (5) calendar days' notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONSULTANT, COUNTY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.
- D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONSULTANT. If the COUNTY terminates this agreement with the CONSULTANT, COUNTY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the COUNTY

reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Proposals, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFQ, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments _____, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONSULTANT will control.

9.7 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONSULTANT, supplier, sub CONSULTANT, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub consultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any sub CONSULTANT or sub consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the termination of this agreement. Each party to this Agreement or

its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in the 16th Judicial Circuit Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.10 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and

inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. COUNTY and CONSULTANT shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 15 days of the dispute or claims. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of paragraph 9.5 concerning termination or cancellation.

9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION /EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as

amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONSULTANT, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1). The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2). The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT's legal duty to furnish information.

4). The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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.

9.18 COVENANT OF NO INTEREST

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.21 PUBLIC ACCESS.

Public Records Compliance. CONSULTANT must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONSULTANT in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONSULTANT. Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The CONSULTANT is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONSULTANT is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County 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 CONSULTANT does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records that would be required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the CONSULTANT does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the CONSULTANT. A CONSULTANT who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 19.10, Florida Statutes.

The CONSULTANT shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local

government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.23 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.25 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.27 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

9.28 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

9.29 FEDERAL CONTRACT REQUIREMENTS

The CONSULTANT and its SUBCONSULTANTS must follow the provisions as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended including but not limited to:

9.29.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will reports violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

9.29.2 Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, CONSULTANTS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANTS must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the CONSULTANTS must also comply with the Copeland “Anti-Kickback” Act

(40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “CONSULTANTS and Sub Consultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each CONSULTANT or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) CONSULTANT. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The CONSULTANT or sub CONSULTANT shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub Consultants to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any sub CONSULTANT or lower tier sub CONSULTANT with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONSULTANT and sub CONSULTANT as provided in 29 C.F.R. § 5.12.

9.29.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each CONSULTANT must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.29.4 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR 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 the awarding agency.

- 9.29.5** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 9.29.6** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9.29.7** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—CONSULTANTS that apply or bid for an award exceeding \$100,000 must 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 any agency, 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 must 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 the non-Federal award.
- 9.29.8** Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONSULTANT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designed in guidelines of the Environmental Protection Agency (EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.29.9** Americans with Disabilities Act of 1990 (ADA) – The CONSULTANT will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONSULTANT pursuant thereto.
- 9.29.10** Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE’s, 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 COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The

COUNTY and its CONSULTANT 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 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and sub Consultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

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

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: KEVIN MADOK, Clerk

**BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(Seal)
Attest:

CONSULTANT

BY: _____
Title: _____

By: _____
Title: _____

END OF AGREEMENT

SECTION FOUR: RESPONSE FORMS

RESPONSE FORM

RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) _____

I have included:

- The Submission Response Form _____
- Lobbying and Conflict of Interest Clause _____
- Non-Collusion Affidavit _____
- Drug Free Workplace Form _____
- Respondent's Insurance and Indemnification Statement _____
- Insurance Agent's Statement _____
- Public Entity Crime Statement _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above. as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

LOBBYING AND CONFLICT OF INTEREST CLAUSE

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

" _____ "
(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____
(date) by _____ (name of affiant). He/She is
personally known to me or has produced _____ as identification. (type of
identification)

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____
the bidder making the Proposal for the project described in the Request for
Qualifications for:

_____ and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Respondent)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this _____ day of _____
20____.

NOTARY PUBLIC

My Commission Expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent's Signature

Date

NOTARY PUBLIC

My Commission Expires: _____

Respondent's Insurance and Indemnification Statement

<u>Insurance Requirement</u>	<u>Required Limits</u>
Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000/\$500,000/\$100,000 Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
General Liability	\$300,000 per Person; \$500,000 per Occurrence; \$200,000 Property Damage or \$500,000 Combined Single Limit
Vehicle Liability	\$300,000 Combined Single Limit
If split limits are provided, the minimum limits acceptable are:	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage
Professional Liability Engineers Errors and Omissions	\$500,000 per occurrence/ \$1,000,000 aggregate;

IDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS

The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, sub CONSULTANT(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT's failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, the CONSULTANT agrees and warrants that CONSULTANT shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Respondent

Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

Liability policies are _____ Occurrence

_____ Claims Made

Insurance Agency

Signature

Print Name: _____

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONSULTANT, supplier, sub CONSULTANT, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I have read the above and state that neither _____
(Proposer’s name)

nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

(Date)

STATE OF: COUNT Y
OF:

Subscribed and sworn to (or affirmed) before me on the _____ day of _____,
20____, by

_____ (name of affiant). He/She is personally known
to me or

has produced _____ (type of
identification) as identification.

My Commission Expires:

NOTARY PUBLIC

SECTION FIVE: PILOT ROADS STUDY

EXHIBIT A - List of Roads Maintained by Monroe County