

ISSUE DATE: November 19, 2014

**NOTICE**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)**

**RFP #Y15-803-CH**

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on December 18, 2014, for PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4).**

**A Non-Mandatory Pre-Proposal Conference** will be held **December 1, 2014, at 2:00 P.M.** at the **Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, Florida.** Interested Proposers are encouraged to attend.

Proposals will be accepted at:

Orange County Procurement Division  
Internal Operations Centre II  
400 East South Street, Second Floor  
Orlando, Florida 32801  
(407) 836-5635

Copies of the Request for Proposals may be obtained from the Orange County Procurement Division at the above address. Copies may also be requested by phone (407) 836-5635 or faxing a request to (407) 836-5899.

NOTE: This Request for Proposals is available for downloading from the internet at [orangecountyfl.net](http://orangecountyfl.net).

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carol Hewitt, email address: [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or at (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the blackout period.**

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REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND  
LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)  
RFP # Y15-803-CH

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4).

**INSTRUCTIONS TO PROPOSERS:**

Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a CD or USB drive for document management purposes not later than 2:00 P.M. local time, December 18, 2014, to:

Orange County Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

A Pre-Proposal Conference will be conducted on December 1, 2014, at 2:00 P.M., Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, Florida. All interested parties are urged to attend.

1. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine timeliness of the Proposal.
2. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**

3. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.
4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture.

The County shall not be responsible for re-calculation or interpretations of information provided on any form.

**NOTE:** These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:  
Request for Proposal Number Y15-803-CH  
Date of Opening - December 18, 2014  
Name of Proposer  
Return Address of the Proposer
11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
12. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, by email [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or 407-836-5598. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.

13. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.

14. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on December 8, 2014 to:

Carol Hewitt, Senior Contract Administrator  
Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
Email: Carol.Hewitt@ocfl.net

**You may contact Carol Hewitt at any time during this process, including during the black out period.**

15. ORAL INTERPRETATION

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager of the Procurement Division.

16. DRUG FREE WORKPLACE

The Drug Free Workplace Form (Form L) is attached and shall be completed and submitted with your proposal.

17. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

18. SOLICITATION CANCELLATIONS

Orange County reserves the right, and the Manager of the Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

**TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.

2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.
3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**
  - A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
  - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory, the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
  - C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements. The contract solicited through this RFP is

estimated to be valued under \$500,000 and therefore, graduate M/WBE's are ineligible to participate. It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers **must submit signed Letter of Intent** (Form M) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE, plus the percentage of the contract fees to be contracted to the listed subconsultant.
- F. The awarded prime consultant's responsibilities and requirements are itemized below:
  - i. Incorporate a 72 hour prompt payment assurance provision and payment schedule in all contracts between the prime and subconsultants.
  - ii. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
  - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
  - iv. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.
  - v. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the county, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project. The prime

consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on Form B with the Business Development Division.**

9. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.
10. Any Proposer who submits in its Proposal to the County any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
11. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, rank by score, highest to lowest, will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:  
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

#### **Orange County Lobbyist Regulations General Information –**

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at:

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

The Board of County Commissioners may void any Contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

#### **12. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the



purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

b. Relationship **Disclosure Form** – **The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.** This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

13. Joint venture firms must complete and submit with their Proposal the form titled “Information for Determining Joint Venture Eligibility”, (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.
14. Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.
15. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. SUBCONSULTANTS

Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE). Form B is provided for this information.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the over-all work as stated in the written

Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contract execution.

Requests for substitution of subconsultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
18. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
19. **BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare recipients residing in Orange County, Florida as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of welfare recipients to be hired fulltime and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

**The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.**

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

## 20. BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS

Additional point consideration will be available for those proposing to hire certified service-disabled veteran business enterprises. Proposers will receive the following point allocation:

(1) Certified service-disabled veteran business enterprise proposers competing as a prime contractor shall receive five (5) points;

(2) Certified service-disabled veteran business enterprise proposers with certified service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

(3) Proposers with certified service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.

When considering two (2) or more proposals, or replies for the procurement of commodities or contractual services, where at least one is from a certified service-disabled veteran business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the certified service-disabled veteran business enterprise.

21. CONTRACT AWARD CRITERIA – Project Specific Professional Service. The County will award a single contract for this requirement.

22. KEY PERSONNEL

The Project Manager and Assistant Project Manager must be two different individuals, both currently employed by the Prime Consultant. The Project Manager and the Assistant Project Manager must be a combination of a Professional Engineer (P.E.) registered in the State of Florida and a Certified Planner (A.I.C.P.). For the purposes of this Request for Proposals, the Project Manager and the Assistant Project Manager cannot utilize the same designation while performing services for this requirement.

23. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

24. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall (a) utilize the U.S. Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) ensure that all of its sub-consultants utilize E-Verify to verify the employment eligibility of all employees within the State of Florida of any of those sub-consultants who are hired by those sub-consultants after the execution of the contract, and who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo E-Verification before performing labor under this contract. Form P is provided for this information and shall be completed and submitted with the proposal.

## 25. WEIGHTED CRITERIA

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Assistant Project Manager (Form E)	10
Skills and Experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

## 26. SIMILAR PROJECTS

“Similar Projects” for the purpose of the Request for Proposal (RFP) has been defined as:

Professional services that evaluated capacity or operational improvements for a multi-lane public roadway, successfully completed in the past 15 years prior to the due date for proposals in response to this Request for Projects, where the Project Manager and Assistant Project Manager were responsible for a substantial majority of the project activities and contain the following elements:

1. Urban, multi-lane roadway with a centerline length between 0.9 miles and 10 miles, and a minimum fee of \$100,000 for the Preliminary Engineering/PD&E/RCA portion of the project. **Expressway / Interstate projects shall not be considered as similar projects for purposes of this Request for Proposal.**
2. Public Involvement: Conducted a Public Involvement Plan that included public meetings/hearings.
3. Conceptual Design Analysis: Investigated alternate alignments and various typical sections along an existing roadway and evaluated the alignments based on a systematic quantitative and/or qualitative comparison of impacts and characteristics.
4. Preliminary Engineering Report: Completed and submitted reports to appropriate agencies.
5. Cost Analysis: Provided a cost analysis of potential corridors/alignments.
6. Conceptual Drainage Analysis: Identified and investigated alternate pond sites and conveyance systems including offsite or bypass systems or alternate storm water management concepts. Identified drainage issues to be addressed during design.
7. Traffic Analysis: Analyzed existing traffic volumes and conditions and projected design year traffic volumes and determined capacity requirements.
8. Environmental Analysis: Identified Environmental Impacts.
9. Right-of-Way Identification Maps: Prepared maps showing the location of existing and proposed rights-of-way.
10. Preferred Concept Map: Prepared maps showing the preferred alignment and development concept.

### **Similar Project Scoring Criteria:**

- The Proposer shall submit three (3) similar projects each for the proposed Project Manager and the proposed Assistant Project Manager.
- The proposed Project Manager and proposed Assistant Project Manager may submit the same similar projects.
- **Element 1, Element 2, Element 3, Element 4 and Element 5 are mandatory.**
- For a similar project to be considered for one half (1/2) point, each project submitted must contain all the mandatory elements.
- For a similar project to be considered for one full (1) point, the project must contain all the mandatory elements **PLUS** two additional elements.

### **Requirements of the Proposer:**

The proposed Project Manager and the proposed Assistant Project Manager must be two different individuals, BOTH currently employed by the Prime Consultant. The Project Manager and Assistant Project Manager must be a combination of a Professional Engineer (P.E.) registered in the State of Florida and a Certified Planner (A.I.C.P.). **For the purposes of this Request for Proposals, the Project Manager and the Assistant Project Manager cannot utilize the same designation while performing services for this requirement.**

- To be credited as similar projects for the proposed Project Manager, the individual must have served as either the Project Manager or Assistant Project Manager on two (2) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration.** To be credited as similar project for the remaining similar project listed, the individual must have served as the Project Manager **for a substantial majority (at least 70%) of the project activities and duration.** The individual may have served as the Project Manager on all projects.
- To be credited as similar projects for the proposed Assistant Project Manager, the individual must have served as the Project Manager, Assistant Project Manager, Design Engineer or Planner on two (2) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration.** To be credited as similar project for the remaining similar project listed, the individual must have served as Project Manager or Assistant Project Manager **for a substantial majority (at least 70%) of the project activities and duration.** The individual may have served as the Project Manager or Assistant Project Manager on all projects.

**Definitions:**

**Substantial majority shall be defined as 70% of the work.**

**Project Manager** - Defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client, and directed the production of the work products. The Project Manager must be a registered Professional Engineer in the State of Florida or Certified Planner.

**Assistant Project Manager** - Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design/planning activities as described in the similar project criteria. This position also serves as the point of contact for the client in the Project Manager's absence. The Assistant Project Manager must be a registered Professional Engineer in the State of Florida or Certified Planner.

**The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.**

**Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.**

***Note: Determination of a project as similar shall be at the sole discretion of the County.***

27. EXPERIENCE OF THE PROJECT TEAM

It is the responsibility of the Proposer to verify sub consultants and/or other team member's satisfactory performance on previous Orange County projects

28. VOLUME OF WORK

The county shall evaluate information in its "Volume of Work" database to determine the Proposers' scores for the Volume of Work criteria. This information is available on-line at:

<http://www.orangecountyfl.net/VendorServices/VolumeofWorkReport.aspx>

**This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to those purchase orders and task authorizations. In the case of mergers between two or more firms or a parent subsidiary relationship the combined fee for all companies involved will be considered. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation are based on the budget amount for professional services. The end date for volume of work calculation is the date set for receipt of proposals.**



Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR	=	ADJUSTED FEE AMOUNT
(1) From October 1, 2013 to April 1, 2015	\$	X	1.0	=	\$
(2) First Year Past: 10/01/12- 9/30/13	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/11- 09/30/12	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/10-09/30/11	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

**Proposers are cautioned that they are responsible for confirming the accuracy of their volume of work data prior to the time and date set for receipt of proposals.**

Points will be awarded as follows:

- Firms with no previous work with the County as a prime consultant or sub-consultant during the current fiscal year and previous fiscal years **5 Points**
- Firms with adjusted fees of \$1 through \$2,000,000 **4 Points**
- Firms with adjusted fees of \$2,000,001 through \$3,000,000 **3 Points**
- Firms with adjusted fees of \$3,000,001 through \$4,000,000 **2 Points**
- Firms with adjusted fees of \$4,000,001 through \$5,000,000 **1 Point**
- Firms with adjusted fees exceeding \$5,000,000 **0 Points**

When a Joint Venture submits a proposal, the volume of work awarded by the County to each Joint Venture firm will be multiplied by the percentage of participation in the Joint Venture by that firm and those adjusted figures totaled to determine the total dollar amount to be used in the category.

29. ORAL PRESENTATIONS

At this time, oral presentations are not contemplated for this procurement.

30. PROCEDURES AFTER RECEIPT OF PROPOSALS

- a. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.
- b. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Procurement Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>. Upon expiration of the period allowed for protests, the item will be scheduled for the consideration at an upcoming Board of County Commissioners' meeting. If oral presentations are required, the short-listed firms will be notified of the presentation procedures and schedule. If oral presentations are not required, the short-list will be provided to the Board for discussion and approval.

31. COST AND PRICING DATA

The County shall require the selected Consultant to provide the following documentation to support the negotiated fee Proposal as a condition precedent to the execution of the Contract:

- a. A current audited financial statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- b. Raw labor rates by labor classification certified as accurate by an officer of the company.
- c. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- d. Summary of fees for services to be provided by subconsultants.
- e. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- f. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- g. Project schedule.
- h. Breakdown of all out-of-pocket and/or direct expenses.
- i. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications.

### 32. SUPPORTING DOCUMENTATION

The County shall require the selected Consultant to provide the following documentation to support the negotiated Proposal.

- a. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- b. Billable hourly rates for each proposed sub-consultant developed by multiplying the raw labor rates by the breakeven multiplier. This information must be certified by an officer of the firm. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs. The profit or operating margin must be clearly indicated
- c. Valid insurance certificate(s) evidencing contractually required coverage.

### 33. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.
- b. The overall ranking of all proposals.
- c. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- d. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- e. If applicable, a summary of the rationale for award.
- f. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

### 34. PROPRIETARY INFORMATION

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

# **Exhibit A**

## **Sand Lake Road**

(Apopka-Vineland Road to Interstate 4)  
Approximate Length: 1.4 miles

### **Roadway Conceptual Analysis**

#### **Scope of Services**

The Consultant shall provide project planning, preliminary engineering, and environmental analysis services for the above referenced project. The consultant shall perform those services required for location/design studies, including consideration of all social and environmental effects, along with environmental documents, engineering reports and public hearings. For the purposes of this Contract, the Project Manager and the Assistant Project Manager cannot utilize the same designation while performing services for this requirement.

Orange County's Roadway Conceptual Analysis (RCA) process has been implemented with the intent of applying an enhanced interdisciplinary approach, combining the strengths of the engineering and transportation planning disciplines in the initial development phases of Orange County's major roadway improvement projects. The interdisciplinary approach also seeks to assure early and systematic coordination with all affected County departments, the appropriate state and local entities and the citizenry. The resulting coordination effort is intended to accurately convey and gather information pertinent to the development of the project, thereby identifying viable opportunities to expedite or advance pertinent project phases.

The early establishment of sound criteria documenting the need for the improvement is key to the RCA process. Project determination and need is to be based on comprehensive and integrated technical data analyses, which effectively demonstrate the necessity for the project. In addition to the technical basis for the project, a commensurate public involvement effort providing citizens with clear and concise information is to be developed, thereby affording the citizenry an understanding of the project need.

The consultant is to study the operational capacity to the existing four-lane sections of Sand Lake Road from Apopka-Vineland Road to the Interstate 4, including the addition of lanes and improvements to parallel facilities. The Study shall also consider short-term solutions such as Transportation Systems Management (TSM): signalizing and improving certain intersections and coordination of the entire corridor into a signalized system. The TSM analysis shall evaluate side street intersections and traffic signal improvements as a possible alternative. Special treatment and/or additional lanes at major intersections, and widening of crossroads up to (600) feet in each direction where necessary to provide intersection operation at Level of Service C or higher in the design year.

The Consultant and all Subconsultants shall provide the lump sum fee, man-hour estimates and the Activity and Fee Summary in Exhibit B of the Contract. A general Project Schedule shall be attached as Exhibit D in the Contract.

#### **Scope of Services**

The tasks included in this Scope of Services can be generally grouped into the following seven primary categories:

1. Administration
2. Public Involvement
3. Data Collection
4. Surveying and Mapping
5. Corridor Analysis and Project Need Documentation
6. Improvement Alternatives Development and Analysis
7. Preferred Improvement Evaluation

This scope of service addresses each task within these elements and serves to further define specific requirements.

## **1.0 Administration**

### **1.1 Notices to Proceed Meeting**

The Consultant shall prepare for and attend a Notice to Proceed Meeting with the Orange County Project Manager and staff. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate the study.

### **1.2 Project Status Meetings**

The appropriate members of the Consulting team shall attend periodic meetings (up to twelve 12) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings. The project schedule shall reflect these meetings.

### **1.3 Project Management/Supervision**

Work effort for Project Management/Supervision for each Section shall be included in the various Pay Items for each Section.

### **1.4 RCA Project Schedule**

Consultant shall prepare and submit a detailed project schedule for the RCA process identifying major tasks, their duration and tasks relationships. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project provided by the County. The Consultant shall provide an updated project schedule at each project status meeting if the course of the project has changed.

### **1.5 Invoices**

Invoices shall be prepared in the format prescribed by the Public Works Transportation Planning Division, as attached hereto. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup

shall accompany the Consultant's invoice. A separate Pay Item Breakdown sheet for the Consultant and each subconsultant shall accompany each invoice. The Consultant's Pay Item Breakdown sheet shall include in aggregate the Consultant's AND subconsultant's pay items. A narrative description of the work performed by the Consultant and subconsultants during the period for each item in the scope, corresponding to Exhibit B, shall also accompany the invoice. The narrative shall also describe the work to be performed during the next billing period.

#### **1.6 Quality Assurance/Quality Control**

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for newsletters, web pages, press releases, exhibits, PowerPoint presentations, reports, maps and other work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be included as part of the work effort for the various Pay Items in each section.

#### **1.7 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- RCA Project Schedule (Initial and monthly updates if course changes occur)
- Meeting minutes

#### **1.8 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Notice to Proceed Meeting
- Project Status Meetings
- RCA Project Schedule

### **2.0 Public Involvement**

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to get the community involved in the project development and decision-making process, so that the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

#### **2.1 Public Involvement Plan**

The Consultant shall prepare a Public Involvement Plan (PIP), and submit it to the County Project Manager for review and approval. The PIP shall delineate the Consultant's efforts to inform and involve the citizens of the County, the appropriate

state and local agencies, and the responsible appointed and elected public officials in the project planning, review and approval process.

## **2.2 Coordination Meetings**

The Consultant shall coordinate and conduct initial meetings/telephone calls, and up to ten (10) follow-up meetings/telephone calls with the following local and state organizations to inform them of the project and solicit their input:

- Florida Department of Transportation (FDOT)
- Lynx
- St. Johns Water Management District
- Orange County Utilities Department
- Orange County Environmental Protection Department (EPD)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- United States Fish & Wildlife Service (USFWS)
- Orange County School Board
- Dr. Phillips Chamber of Commerce
- Dr. Phillips Foundation

Formal presentations shall be made to these groups as necessary. The consultant shall coordinate with FDOT and other pertinent transportation agencies a minimum of 30 days prior to each public meeting.

## **2.3 Small Group Meetings**

The Consultant shall be available to conduct up to fifteen (15) meetings with organizations interested in the Study. These meetings / presentations may be made to homeowners, formal homeowner associations, business owners or other formal organizations such as a Citizens Advisory Committee. The Consultant shall be responsible for all presentation and handout materials. The consultant shall tabulate and interpret the responses and respond to the questions and comments.

## **2.4 Updated Mailing List**

The County shall provide to the Consultant a list of property owners and their addresses. The list shall contain, as a minimum, all homeowners / property owners located within the study corridor as determined by the County. The Consultant shall expand the initial mailing list to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

The Consultant shall maintain and regularly update the mailing list during the course of the study and provide an updated listing for LPA and BCC hearings.

## **2.5 Newsletters**

The Consultant shall prepare and distribute project newsletters at the following six (6) events of the Study:

- Prior to Introductory / Kick-off Meeting

- Prior to Alternatives Information Public Workshop
- Prior to Preferred Concept Meeting
- Prior to the LPA Public Hearing
- Prior to the Board of County Commissioners Public Hearing
- After final action by the Board of County Commissioners

The newsletters shall be printed in color on 8 ½" x 11" sheets in a format acceptable to the County. Sufficient copies of each edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing, plus an additional 50 copies to be delivered to the County. The newsletters shall be sent to each entry included in the data base mailing list at least two weeks prior to the scheduled meeting or hearing. First class mail shall be used. Those newsletters not mailed shall be distributed as needed through the small group meetings, workshops and public meetings. The Chief Engineer of the Engineering Design Division and the Chief Planner of the Transportation Planning Division must approve all final newsletter proofs prior to final printing.

## **2.6 Web Page Creation / Maintenance**

The Consultant shall prepare an Internet Web site for the Study. This site shall be linked to the Orange County Web site. The Consultant shall coordinate with the appropriate County offices to ensure compatibility and format. The County shall provide a sample of the acceptable Web page format.

The Consultant shall create and post the site on a public-access server provided by the consultant prior to the Introductory / Kick-off meeting. The Consultant shall then update the site (to include meeting minutes) prior to each Public Meeting, Workshop, Public Hearing, and following the final Public Hearing.

At the conclusion of the RCA the consultant shall develop a Design Phase introduction Web page and transfer maintenance responsibilities of the Web site to the County. The Web site shall be transferred to the County on compact disk (CD). The Consultant shall maintain the Web site until such time as the Web site is transferred to the County.

## **2.7 Advertisements / News Releases**

The Consultant shall prepare and publish display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel and La Prensa prior to each of the three public meetings and two public hearings. The advertisements shall be display adds approximately 4" X 5".

The Consultant shall also be responsible for placing the public meeting dates on the Calendar of Events in the Orange County Extra Section of the Orlando Sentinel.

The Consultant shall prepare and distribute news releases to the media prior to each public meeting and each public hearing.



## **2.8 Public Information Meetings**

The Consultant shall prepare for and conduct three (3) public information meetings as described below.

- Introductory Alternatives Information Public Meeting – The Consultant shall coordinate and conduct an Introductory Alternatives Information Public Meeting within twelve (12) weeks of the kickoff meeting. The purpose of this meeting is to present the alternative improvement concepts (including alternative typical sections, pond sites, stormwater conveyance considerations for offsite and bypass systems and access management configurations) developed by the project study team and displayed for the public to review and comment. The primary roadway alignment shall utilize the existing Sand Lake Road right-of-way to the greatest extent possible. The Consultant shall distribute a comment form to the meeting participants and other interested parties. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. The Consultant shall tabulate and interpret the responses. Input received from the workshop attendees shall be incorporated in the alternative analysis process, leading to the identification and selection of a preferred improvement concept.

The meeting shall include a formal PowerPoint presentation and script prepared by the consultant and presented by County staff. The formal presentation shall be followed by an informal question and answer period during which the public participants may meet one-on-one with the Consultant Team and staff to individually discuss their areas of concern. The alternative concepts shall be displayed on aerial photography for review by the public.

- Preferred Alternative Public Meeting – Following the analysis of the previous public workshop and identification of the preferred alternative improvement, the Consultant shall coordinate and conduct a Preferred Alternative Public Meeting. The purpose of this meeting is to present the preferred alignment improvement (including the draft recommended stormwater pond sites, typical section(s), stormwater conveyance for offsite and bypass systems and access management) developed by the study team and displayed for the public to review and comment prior to the Recommended Concept Public Meeting.

The meeting shall include a formal PowerPoint presentation and script prepared by the consultant and presented by County staff. The formal presentation shall be followed by an informal question and answer period during which the public participants may meet one-on-one with the Consultant Team and staff to individually discuss their areas of concern. The preferred concepts shall be displayed on aerial photography for review by the public.

- Recommended Concept Public Meeting – Following completion of the alternative analysis activities, and identification of a preferred improvement concept, the Consultant shall coordinate and conduct a Recommended Concept Public Meeting. The purpose of this meeting is to present the project team's draft recommended improvement concept to the public for review and comment prior to presenting to the Local Planning Agency (LPA), and the Board of County Commissioners (BCC). County staff shall present the recommended improvement concept to the public in a formal PowerPoint presentation and script prepared by the Consultant. The Consultant shall distribute a comment form to the meeting participants and other interested parties. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. The Consultant shall tabulate and interpret the responses and respond to their questions and comments.

Exhibits for display at meetings shall be mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base, traffic data and projections, typical sections, alternative evaluation matrices, detail sketches and other text or graphical information as described elsewhere herein or as directed by the County.

The Consultant shall conduct all preparations for the meetings for the County and shall ensure an adequate number of Consultant personnel are present. The Consultant shall make arrangements for the meeting room rental and setup, and ensure that adequate directional signs are placed on the meeting grounds to direct participants to the meeting room. The Consultant shall provide a summary of the public meeting within two (2) weeks following the public meeting, which will also be posted on the project web site. The Consultant shall have the PowerPoint presentation and all meeting materials in final format ready for review and approval by County staff no later than two weeks prior to each scheduled public meeting. The Consultant shall document all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the meetings. The Consultant shall provide follow-up information necessary to respond to the public's comments and questions.

## **2.9 Staff Presentation**

The Consultant shall prepare and participate in a presentation to the Public Works Director and other senior staff (Transportation Planning Group) at least two weeks prior to the Local Planning Agency Workshop. The presentation shall be the final draft of the PowerPoint presentation and script to be presented at the Local Planning Agency Workshop. The Consultant shall modify the presentation to address comments received from staff at that time.

## **2.10 Local Planning Agency (LPA) Work Session and Public Hearing**

The Consultant shall prepare for and participate in a work session PowerPoint presentation to the Orange County LPA. The Consultant shall provide all support necessary for the County to conduct a public hearing with a PowerPoint presentation and script at the LPA. The Consultant shall setup display exhibits for the recommended improvement concept at least one (1) hour prior to the scheduled LPA hearing for public inspection. These presentations shall reflect the Project Team's recommended improvement concept. The Consultant shall be responsible for all presentation and handout materials.

## **2.11 Board of County Commissioners (BCC) Public Hearing**

The Consultant shall provide all support necessary for the County to conduct a Final Public Hearing on the recommended improvement concept. The Consultant shall assist with preparation of a PowerPoint presentation and script for the BCC Public Hearing, shall attend the Public Hearing, and provide other support as necessary. The Consultant shall setup display exhibits for the recommended improvement concept at least one (1) hour prior to the scheduled BCC hearing for public inspection.

## **2.12 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Public Involvement Plan
- Updated Mailing List
- Newsletters
- Web Page Format/Operational Web Page/Web Page CD (Final Web site with Design page)
- Advertisements & News Releases
- Public Information Meeting Materials
  - Exhibits
  - PowerPoint Presentations
  - Comment Forms
  - Handouts
  - Response/Comment Tabulations
- Staff Presentation
- Local Planning Agency Work Session Presentation
- Local Planning Agency Public Hearing PowerPoint Presentation
- Board of County Commissioners Public Hearing PowerPoint Presentation

## **2.13 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Summary.

- Public Involvement Plan
- Updated Mailing List
- Newsletters
- Functioning, Maintained Web Page

- Advertisements & News Releases
- Public Information Meetings
- Coordination Meetings
- Small Group Meetings
- Staff Presentation
- Local Planning Agency Work Session PowerPoint Presentation
- Local Planning Agency Public Hearing PowerPoint Presentation
- Board of County Commissioners Public Hearing PowerPoint Presentation

### **3.0 Data Collection**

Immediately upon receipt of the notice to proceed, the Consulting Team shall begin collecting the engineering, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts as defined in Section 6.0 to meet the travel demand within the Sand Lake Road Study Area. The Consultant shall utilize information gathered in previous engineering reports and/or other existing right-of-way documentation.

#### **3.1 Aerial Photography / Base Maps**

The Consultant shall prepare color 1"=100' and 1"=50' scale controlled aerial-based raster image maps. These maps shall be used to present the master drainage basins (1"=100'), the alternative improvement concepts (1"=100'), the recommended improvement concept (1"=50'), right-of-way requirements (1"=50') and any other required information.

The Consultant shall prepare color aerial photography on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be used to present the overall project concept and the final preferred improvement alternative to the public at the various public meetings. All conceptual and final exhibits shall be provided to the County in digital format on CD-ROM/DVD.

#### **3.2 Existing Roadway Characteristics**

The Consultant shall conduct field investigations to collect all pertinent information on existing roadway characteristics (including structures where applicable) necessary to develop, evaluate and compare the alternative improvement concepts. The roadway data shall be compiled, documented and mapped on the aerial photography base maps for public presentations.

#### **3.3 Traffic Data**

The Consultant shall collect the vehicular, bicycle and pedestrian traffic data and develop the traffic factors and design traffic projections listed below:

### 3.3.1 Vehicular Traffic Counts

The Consultant shall collect and analyze a combination of 72-hour, 24-hour and classification traffic counts (by 15-minute increments) at the locations listed below.

- **72-hour Count Locations and Turning Movement Count Locations (vehicular, pedestrian and bicycle for am and pm, midday for school locations)**
  - Sand Lake Road, east of Apopka Vineland Road
  - Sand Lake Road, between Via Dellagio Way and Della Drive **(classification count also)**
  - Sand Lake Road, between Della Drive and Dr. Phillips Boulevard
  - Sand Lake Road, west of Turkey Lake Road **(classification count also)**
  - Sand Lake Road, east of Turkey Lake Road
  - Apopka Vineland Road, north and south of Sand Lake Road
  - Clubhouse Estates Drive, north of Sand Lake Road
  - Della Drive/The Esplanade, north and south of Sand Lake Road
  - Dr. Phillips Boulevard, north of Sand Lake Road
  - Turkey Lake Road, north and south of Sand Lake Road
  - Wallace Road, east of Apopka Vineland Road
  - Wallace Road, west of Dr. Phillips Boulevard
  - Wallace Road, east of Dr. Phillips Boulevard
  - Wallace Road, west of Turkey Lake Road
  - Apopka Vineland Road, north of Wallace Road
  - Apopka Vineland Road, south of Wallace Road
  - Dr. Phillips Boulevard, north of Wallace Road
  - Dr. Phillips Boulevard, south of Wallace Road
  - Turkey Lake Road, north of Wallace Road
  - Turkey Lake Road, south of Wallace Road

- **24-hour Count Locations**

The Consultant shall also be prepared to collect turning movement counts at the following intersections:

- Sandpointe Boulevard, North of Sand Lake Road
- Via Dellagio Way (West), North of Sand Lake Road
- Majorica Place, north of Sand Lake Road

- **8-hour TMC's of vehicles, pedestrians, and bicyclists in 15-minute increments**

**Sand Lake Road at:**

- Apopka Vineland Road
- Clubhouse Estates Drive
- Sandpoint Boulevard
- Via Dellagio Way
- Della Drive/The Esplanade
- Dr. Phillips Boulevard

**Scope of Services**

- The Fountains (center)/Plaza Venezia (center)
- Rialto Shopping Plaza (west)/Sand Lake IV
- Turkey Lake Road
- I-4 Westbound off-ramp intersection
- Count of vehicles making a right turn from the I-4 westbound off-ramp to the westbound Sand lake Road to make a left turn at Turkey Lake Road to go southbound.

**Wallace Road at:**

- Apopka Vineland Road
- Dr. Phillips Boulevard
- Turkey Lake Road

**3.3.2 Traffic Factors**

Using the data collected through the traffic count program described above, the Consultant shall develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

**3.3.3 Design Traffic Projections**

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the Sand Lake Road study segment for Build and No-Build conditions. The Consultant shall be responsible for the review of the sub area model, and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT), and directional design hour volumes (DDHV). For the purpose of this study the following horizon years shall be assumed:

Opening Year	– 2024
Interim Year –	2034
Design Year –	2044

The Consultant shall also prepare peak hour turning movement forecasts for each major intersection.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic, the Consultant shall perform an operational analysis of each major intersection (for both the Build and No-Build concepts) to establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

### **3.3.4 Accident Data**

The Consultant shall collect and analyze available accident data / information from local sources for the most recent four (4) years. The data collected shall at a minimum include number and type, location, fatalities, and injuries, and shall be included in the *Design Traffic Technical Memorandum*.

### **3.3.5 Design Traffic Technical Memorandum**

The Consultant shall summarize the traffic data, travel forecasting and analysis activities in a *Design Traffic Technical Memorandum* that shall be submitted to the County for review and comment prior to scheduling the Introductory and Kickoff Public Meeting and updated prior to the Alternatives Information Public Meeting. Comments on the updated *Design Traffic Technical Memorandum* shall be addressed in the *Design Traffic Engineering Report*.

### **3.3.6 Design Traffic Engineering Report**

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods and turn lane geometry for specific intersections. The draft *Design Traffic Engineering Report* shall be submitted for review prior to scheduling the Preferred Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the ***Sand Lake Road Roadway Conceptual Analysis Report***.

## **3.4 Utilities**

The Consultant shall identify any existing and proposed utilities, which may influence location and design consideration, including but not limited to the following:

- Overhead: transmission lines, microwave towers, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, etc.

The Consultant shall coordinate with utilities to:

1. Make them aware of the project at the conceptual level. (All information provided to each utility shall be documented as noted below.)
2. Obtain information on proposed utility construction.
3. Obtain input on utility issues that may not be readily apparent.

The Consultant shall map and document this information in the Utility Section of the ***Sand Lake Road Roadway Conceptual Analysis Report***, which shall summarize how the existing utilities shall influence location and design considerations.

### **3.5 Bridges and Structures**

The Consultant shall identify and evaluate any existing bridges and structures, identify impacts, and evaluate modifications as needed. The results of the bridge and structures evaluation shall be documented in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **3.6 Transportation Plans**

The Consultant shall review and document plans for all modes of transportation including automobile, transit, and non-motorized vehicles. The information received from these plans shall be used to identify the conformance of this project to applicable transportation plans and to develop and evaluate the alternative improvement concepts. The Consultant shall document this investigation and its conclusions in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **3.7 Soil Survey and Geotechnical Data**

The Consultant shall review existing soil maps and available geotechnical information for the study area. Preliminary borings should be conducted along each viable alternative alignment to determine seasonal groundwater levels and in areas of each alignment that have a probability of having significant depths of unsuitable materials.

The Consultant shall perform one soil boring to a depth of 15 feet for each proposed stormwater retention pond site. For this study, it is assumed that up to ten (10) locations shall be evaluated as preferred and alternative pond sites.

The Consultant shall also perform a pavement core every 500 feet to determine the structural number of the existing Sand Lake Road corridor. For this study it is assumed that up to fifteen locations shall be evaluated.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the ***Sand Lake Road Roadway Conceptual Analysis Report***. This section shall document existing data and boring results, and shall contain preliminary recommendations relevant to the project.

### **3.8 Environmental Site Assessment**

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) for the properties affected by each alignment being considered. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **3.9 Land Use/Development Plans**

The Consultant shall collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement. Information to be collected shall include future land use plans, proposed development plans, zoning regulations, comprehensive plans, and



preliminary and final plats. This information shall be updated throughout the study period and documented on the aerial base maps and shall be included in the Conceptual Analysis Report.

The Consultant shall document pertinent information in the ***Sand Lake Road Roadway Conceptual Analysis Report*** and on the aerial base maps.

### **3.10 Cultural Features**

The Consultant shall collect information on cultural facilities, including, but not limited to, parks, schools and recreation areas, as well as the neighborhoods they serve, located within the vicinity of the Sand Lake Road study segment. This information shall be mapped and documented in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **3.11 Archaeological and Historic Features**

The Consultant shall review federal, state and local sources to identify recorded historical and archaeological sites within the study area. Utilizing this information, the Consultant shall map all sites that may influence the location and evaluation of alternative improvement concepts. This information shall be documented in the Cultural Resource Section of the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **3.12 Hydrologic and Natural Features**

The Consultant shall review existing information to identify significant hydrologic and natural features found within the study area. The Consultant shall document offsite and bypass drainage features occurring within the study corridor. The Consultant shall supplement documented information with field reviews of the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands
- Conservation Areas
- Mitigation Sites
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls

The Consultant shall also collect corridor-wide permit-related information on environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity shall include identifying and coordinating with all applicable permitting agencies, as well as identifying all existing permits and their conditions.

The Consultant shall document in report and map format, in the ***Sand Lake Road Roadway Conceptual Analysis Report***, all information that may influence the location and evaluation of alternative improvement concepts.

### **3.13 Threatened and Endangered Species**

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study

area. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document in report and map format, in the ***Sand Lake Road Roadway Conceptual Analysis Report***, all information that may influence the location and evaluation of alternative improvement concepts.

### **3.14 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Environmental Site Assessment Report
- Maps:
  - Existing road characteristics
  - Existing and proposed utilities
  - Hazardous materials areas
  - Land use plans
  - Cultural features
  - Archaeological and Historical Sites
  - Hydrologic and Natural Features
  - Threatened & Endangered Species

### **3.15 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Environmental Site Assessment Report
- Maps
  - Existing road characteristics
  - Existing and proposed utilities
  - Hazardous materials areas
  - Land use plans
  - Cultural features
  - Archaeological and Historical Sites
  - Hydrologic and Natural Features
  - Threatened and Endangered Species

## **4.0 Surveying and Mapping**

All surveying and mapping shall meet all the requirements of Chapter 61G17-6 of the Florida Administrative Code and the Orange County Florida, Engineering Division Procedures for Right-of-Way Engineering.

#### **4.1 Right-of-Way Mapping**

The consultant shall prepare Right-of-Way Identification Maps on controlled gray-cast color aerial photography on standard 22 x 34-inch sheets with appropriate title blocks. The Right-of-Way Identification Maps shall be based on a right-of-way control survey in accordance with Chapter 61G17-6.005(4)(a) of the Florida Administrative Code. Maps shall include, but not be limited to the following:

- Government section lines and quarter section lines
- Centerline geometry for the recommended alignment tied to section and quarter section lines by station and by bearing and distance along the land line to the nearest quarter corner
- Station and bearing of all intersecting roadway centerlines
- Location of Permanent Reference Monuments and Permanent Control Points tied to the recommended centerline and suitable for mapping adjoining subdivisions
- Graphic location of all adjoining properties based on title searches to be provided by the County
- Existing and proposed right-of-way lines shall be shown, and shall be located by station/offset labels at all changes in direction and points of curvature and tangency
- Recommended centerline alignment shall be monumented and referenced with a minimum of three reference points set outside the proposed right-of-way corridor for each centerline monument
- Right-of-way identification maps shall contain a subtitle to read "Right-of-Way Survey" which shall be defined within the Surveyor's Report on the project cover sheet
- Record (plat or deed) dimensions and ties shall be shown for all property lines of all parent tracts along the final alignment and at all proposed pond sites

Map dimensions shall be shown in feet. Parcel numbers shall be shown as directed by the County. The draft Right-of-Way Identification Map shall be submitted for the County's review prior to the Preferred Concept Public Meeting. Control data for the preferred alignment shall be included in the final Right-of-Way Identification Map submittal. Sufficient control data shall be shown on the final Right-of-Way Identification Map to allow the County to prepare legal descriptions and parcel sketches for individual parcels with little or no additional field information being required. Half size copies of the Right-of-Way Identification Maps shall be included in the draft and final submittals of the ***Sand Lake Road Roadway Conceptual Analysis Report***.

#### **4.2 Surveying Service**

The consultant shall obtain sufficient topography and elevations to allow alternative alignments to be adequately evaluated, and to allow the horizontal alignment of the preferred alternative(s) to be developed to its recommended configuration with due consideration to applicable engineering criteria. Field data shall be recorded in Orange County supplied field books, which shall be returned to Orange County at the end of project. Primary project control shall be established by G.P.S.

### 4.3 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Right-of-Way Identification Maps (30%, 60%, 90%, 100% and Final)
- Hard copies and electronic copies of Field Books and Field Data

### 4.4 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Field Survey
- Right-of-Way Identification Maps
- Field Books and Field Data

## 5.0 Corridor Analysis and Project Need Documentation

Following completion of the data collection and evaluation activities, the Consultant shall perform a corridor analysis for the study area. This analysis shall determine the characteristics within the study area and potential corridors therein that could impact the development of alternative alignments and improvement concepts.

The Corridor Analysis activities shall identify the improvement need, the existing and projected travel demand within the corridor, the current and projected development patterns within the corridor, and the presence of any environmentally sensitive areas within the corridor.

The Consultant shall prepare a draft *Corridor Analysis Technical Memorandum* that shall document the Corridor Analysis activities. The draft memorandum shall be submitted within thirty (30) days after the Introductory/Kick-Off Public Meeting to allow the County's review comments to be incorporated into the development of the alternatives and analysis. The technical memorandum shall be submitted to the County for approval and shall be included in the Corridor Analysis Section of the ***Sand Lake Road Roadway Conceptual Analysis Report***.

The *Corridor Analysis Technical Memorandum* shall contain, at a minimum, the following information in the body of the memorandum (including maps as appropriate):

#### Characteristics of the Study Area

- Existing Road Characteristics
- Accident Data
- Existing and Proposed Utilities
- Existing Transportation and Long Range Plans
- Geotechnical Data
- Areas of Potential Soil Contamination
- Existing and Proposed Land Uses

- Cultural Features
- Archeological and Historic Features
- Threatened and Endangered Species

## Corridor Analysis

- Project Need
- Existing and proposed travel demand
- Current and projected development patterns
- Improvement Opportunities and Constraints
- Summary of Public Involvement to date

### 5.1 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Corridor Analysis Technical Memorandum

### 5.2 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Corridor Analysis Technical Memorandum

## 6.0 Improvement Alternatives Development and Analysis

The Consultant shall perform the following tasks to develop, analyze and compare alternative improvement concepts within the Sand Lake Road corridor. As an alternative the Consultant shall consider Transportation Systems Management (TSM). The TSM analysis shall evaluate side street intersections and traffic signal improvements as a possible alternative. The Consultant shall document in the ***Sand Lake Road Roadway Conceptual Analysis Report*** the design criteria utilized in the analysis process for roadway and drainage improvement concepts.

### 6.1 Alternative Typical Sections

Based on the draft Design Traffic Technical Memorandum and Corridor Analysis Technical Memorandum, drainage considerations and other available information, the Consultant shall consider alternative typical sections and shall develop up to three (3) alternative typical sections. The Consultant shall then evaluate these three alternatives using criteria that shall include but not be limited to access management, right-of-way requirements, offsite and bypass drainage systems and traffic volumes. The analysis shall be documented in the ***Sand Lake Road Roadway Conceptual Analysis Report*** and submitted to the County with a recommendation of viable typical sections.

### 6.2 Access Management Determination

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define alternative access

management concepts for the County that may be applicable to this project.

The Consultant shall evaluate the effects of at least two (2) alternative access management concepts that appear to be most applicable considering traffic circulation, access to individual properties and other applicable criteria, and recommend the most appropriate application for each section of the corridor.

The Consultant shall update the concept throughout the study and document the evaluation and recommendation of the alternative access management concepts in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### **6.3 Develop Alternative Alignment Improvement Concepts**

The Consultant shall develop alignment improvement concepts utilizing the existing Sand Lake Road right-of-way to the greatest extent possible using the viable typical section(s). The improvement concepts shall be prepared on the aerial base maps. One improvement concept that shall be evaluated is the construction of a reliever road on the south side of Sand Lake Road located west of I-4, between the Phillips Crossing shopping center and the I-4 on-ramp. This reliever road would extend south of Sand Lake Road to the existing paved roadway owned by FDOT which ties into Turkey Lake Road. This alternative concept is proposed to alleviate congestion associated with I-4 off-ramp traffic whose destination is southbound Turkey Lake Road, allowing traffic to bypass the intersection of Sand Lake Road and Turkey Lake Road altogether.

The proposed right-of-way requirements shall be shown on each Improvement Alternative Concept display.

### **6.4 Analyze Alternative Improvement Concepts**

The Consultant shall analyze the benefits and impacts associated with each Alternative Alignment Improvement Concept as well as the No-Build Concept. The results of the analysis of the Alternative Improvement Concepts shall be documented in the in the ***Sand Lake Road Roadway Conceptual Analysis Report***. The analysis to be performed for each alternative shall specifically include safety, cost, conformance to long range plans, good engineering practices and environmental considerations (i.e. environmental assessment), some of which are more particularly described below:

- Compensable Impacts Analysis –The Consultant shall coordinate with representatives of the Orange County Engineering Division Right-of-Way Section and the Real Estate Management Division Appraisal Section during the development of the Alternative Improvement Concepts to minimize compensable impacts to private properties associated with each viable alternative.

The Consultant shall perform the following tasks:

- Perform site inspections with County representatives
- Identify Compensable Impacts

- Coordinate with the County to identify cost effective reductions to compensable impacts, including real estate and business damages.

The Consultant and the County shall inspect potential affected properties in the field to determine the extent of compensable impacts on each parcel associated with each viable alternative, and whether such impacts can be reduced in a cost-effective manner. The Consultant and the County shall at a minimum consider site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities that may be impacted by each viable alternative improvement concept, including financial impacts to existing businesses. This effort shall include meetings with potentially affected property owners to obtain their input on viable alternative alignments and configurations of the proposed improvements in those cases where various options exist, for example, where the shape and location of retention ponds can be configured to meet property owner's preferences. The Consultant shall incorporate the comments from the County in the development of the recommended alternative such as to minimize the number and extent of such compensable impacts. The above described investigations, findings and recommendations shall be documented in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

- Cost Analysis – The Consultant shall develop engineering design and construction cost estimates for each alternative. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. This package shall include a tabulation of potential acquisition parcels with areas (in square feet) for each Alternative Alignment Improvement Concept. The location of each parcel shall be shown on an aerial map. Right-of-way cost estimates shall be provided for each alternative by the County and shall include property values and damages.
- Conceptual Drainage Analysis – The Consultant shall perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. This analysis shall also address off-site and bypass systems within each viable alternative corridor including the sizing of closed systems. Two pond locations shall be evaluated for each basin for each viable roadway alternative alignment. Pond site evaluations shall require coordination with the property owner to determine the owner's preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics

and County standards with regards to the pond slopes and configuration. A matrix shall be developed to compare the cost of each alternative pond site, including property cost and construction cost for the pond, conveyance system and outfall. The findings shall be documented in a Pond Siting Report that shall be appended to the ***Sand Lake Road Roadway Conceptual Analysis Report***.

- Community (social-economic) Impact Analysis – The Consultant shall estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative. The right-of-way cost estimate prepared by the County shall reflect the cost of these impacts and the number of each type of impact. The Consultant shall prepare aerial photography with proposed right-of-way lines for each alternative. The approximate square footage of each potential acquisition shall be provided to the County.
- Computer Enhanced Photographs – The Consultant shall prepare up to three (3) sets of low oblique computer enhanced photographs. These photographs shall be used to convey the existing and future appearance (i.e. visual and aesthetics) of the improvement concept to the public at the various meetings.
- Wetland Impacts – The Consultant shall estimate the acres of wetlands impacted by each alternative and identify potential mitigation strategies, including costs.
- Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment of each alternative improvement concept, and identify potential floodplain compensation alternatives and costs.
- Threatened & Endangered Species Impacts – The Consultant shall quantify/qualify the potential impacts to threatened and endangered species and habitats associated with each alternative, and shall identify potential mitigation strategies and costs. Consultant shall coordinate with regulatory agencies to identify permissibility of impacts of the recommended alignment to Threatened and Endangered Species.
- Archaeological and Historic Feature Impacts – The Consultant shall estimate the location and extent of impacts caused to significant archaeological or historical structures or sites. The Consultant shall identify alternatives to avoid, minimize and/or mitigate impacts and shall identify costs associated with each alternative.



- Contaminated Sites Impacted – The Consultant shall identify the location and known extent of potential contaminated sites in each alternative, and shall recommend whether a Phase II Environmental Site Assessment is necessary to determine whether modifications are warranted.
- Geotechnical Analysis – The Consultant shall evaluate the suitability of the soil underlying each alternative for roadway and pond construction.

### **6.5 Alternatives Comparison Matrix**

The Consultant shall prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix shall be used to clearly identify the most viable improvement concept. It shall be prepared in a manner suitable for presentation to the public. The Consultant shall provide an Alternatives Evaluation and Comparison Matrix. The draft matrix shall be provided at least 30 days in advance of the Alternatives Information Public Meeting to allow the County's review comments to be incorporated into the matrix prior to the Alternatives Improvement Public Meeting. The matrix shall be updated prior to the Preferred Concept Public Meeting to reflect the Recommended Improvement.

### **6.6 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Maps
- Right-of-Way Impacts Estimation Package
- Cost Analysis of Alternatives
- Conceptual Drainage Analysis of Alternatives and Pond Siting Report
- Community Impact Analysis of Alternatives
- Computer Enhanced Photographs
- Wetlands Impact Analysis of Alternatives
- Floodplain Impact of Alternatives
- Threatened and Endangered Species Impact of Analysis of Alternatives
- Archaeologic and Historic Feature Analysis of Alternatives
- Contaminated Sites Alternatives Analysis
- Geotech Alternative Analysis
- Draft and Final Alternatives Comparison Matrix

### **6.7 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Alternative Typical Sections
- Access Management, Evaluation and Concepts
- Alternative Alignment Maps
- Compensable Impacts Analysis
- Right-of-Way Cost Estimation Package

- Cost Analysis of Alternatives
- Conceptual Drainage Analysis of Alternatives and Pond Siting Report
- Community Impact Analysis of Alternatives
- Computer Enhanced Photographs
- Wetlands Impact Analysis of Alternatives
- Floodplain Impact of Alternatives
- Threatened and Endangered Species Impact Analysis of Alternatives
- Archaeological and Historical Feature Analysis of Alternatives
- Contaminated Sites Alternatives Analysis
- Geotech Alternative Analysis
- Draft and Final Alternatives Comparison Matrix

## 7.0 Preferred Improvement Evaluation

Following completion of the alternative analysis and Alternatives Information Public Meeting, the Consultant, in association with the County, shall select the final recommended improvement concept to be evaluated at a more detailed level.

The Consultant shall refine the final recommended improvement concept to finalize the major elements of the project. These refinements shall include estimating the final recommended right-of-way limits, pond locations, cost and other major features needed to advance the project to the subsequent design phase. The evaluation matrix shall be updated to reflect the impacts of the final recommended improvement concept. Impacts that are not quantifiable shall be documented in the ***Sand Lake Road Roadway Conceptual Analysis Report***.

### 7.1 Roadway Conceptual Analysis Report

One primary document entitled the ***Sand Lake Road Roadway Conceptual Analysis Report*** shall be prepared. This document shall record all public involvement activities, alternatives developed, analysis efforts, and the final recommendation. A report outline shall be submitted to the County for review and approval prior to initiating documentation. It shall contain summaries and recommendations pertaining to the preferred alternative and potential impacts associated with it. The Consultant shall prepare the draft ***Sand Lake Road Roadway Conceptual Analysis Report*** documenting all activities leading to and including all comments received from the public to that point, and the selection of the preferred improvement concept. The draft report shall be prepared four (4) weeks in advance of the Preferred Concept Public Meeting to allow the County's review comments to be incorporated into the draft document which shall be available for review at the meeting. Eighteen (18) copies of the updated draft report shall be submitted prior to scheduling the Local Planning Agency Workshop. Following the Public Hearing and final action by the BCC, the Consultant shall finalize the ***Sand Lake Road Roadway Conceptual Analysis Report*** by formally documenting BCC action and the public involvement process, including all comments received up to and during the LPA and BCC Public Hearings.

Technical memoranda shall be prepared throughout the course of the study to document interim decision on the traffic forecasts and the initial corridor analysis process. These technical memorandums shall be formally summarized in the body of the report and incorporated in their entirety into the ***Sand Lake Road Roadway Conceptual Analysis Report*** as appendices prior to the Preferred Concept Public Meetings.

The *Roadway Conceptual Analysis Report* shall, at a minimum, contain the following information in the body of the report (including maps as appropriate):

- Public Involvement
- Existing Conditions
- Project Need
- Utilities
- Conformance with Transportation and Long Range Plans
- Geotechnical Considerations
- Environmental Site Assessment Issues
- Existing and Proposed Land Uses
- Cultural Features
- Archeological and Historic Features
- Hydrologic and Natural Features
- Threatened and Endangered Species
- Corridor Analysis
- Alternative Typical Sections
- Alternative Alignments
- Access Management Alternatives
- Alternative Drainage and Pond Concepts
- Analysis and Comparison of Alternatives (Including Costs and Impacts)
- Recommended Improvement Concept
- Recommended Improvement Concept Map
- Right-of-Way Identification Map
- Cost Estimates
- Design and Construction Schedules

In addition, the *Roadway Conceptual Analysis Report* shall include the following as appendices or as separate volumes of the report:

- Public Involvement Report
- Geotechnical Report
- Design Traffic Engineering Report
- Environmental Site Assessment Report
- Hydrologic and Natural Features Report
- Threatened and Endangered Species Report
- Pond Siting Report

The Consultant shall prepare an Executive Summary that contains a synopsis of the *Roadway Conceptual Analysis Report*. The Executive Summary shall be included in the draft and updated draft of the report as amended, and shall be updated as necessary for inclusion in the final report.

## **7.2 Cost Estimates and Final Design Schedule**

The Consultant shall submit an estimated schedule and estimated costs for the final design and construction of the recommended alignment. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project provided by the County. The Consultant shall include a viable design and construction phasing plan based on available fund. The schedule and estimated cost shall be included in the draft, updated and final copies of the ***Sand Lake Road Roadway Conceptual Analysis Report***.

## **7.3 Final Recommended Improvement Concept Map**

The Consultant shall prepare a Recommended Improvement Concept Map that shall graphically depict the location of the roadway alignment and the proposed improvements prior to the Preferred Concept Public Meeting. The map shall be prepared in a strip-map format at a scale of 1" = 50'. The Recommended Improvement Concept Map shall show the location of median openings (identified as to full or directional), signalization, lane configurations, pedestrian/bicycle facilities, potential pond/mitigation/flood plain compensation sites, utility strips, privacy walls and any other project elements identified for inclusion in the final design of the roadway. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Recommended Improvement Concept Map. A draft version of the Recommended Improvement Concept Map shall be prepared by the Consultant four (4) weeks in advance of the Preferred Concept Public Meeting to allow for review by the County and incorporation of any review comments prior to the Public Meeting. The Recommended Improvement Concept Map shall be updated prior to the LPA and BCC Public Hearings to reflect adjustments arising from the Preferred Concept Public Meeting and the LPA Public Hearing.

The Consultant shall submit a Final Recommended Improvement Concept Map with the Final *Roadway Concept Analysis Report*. The final map shall include modifications to the draft map as necessary to reflect the Board's action at the Public Hearing.

The draft and final submittals of the *Roadway Conceptual Analysis Report* with Executive Summary shall include final Recommended Improvement Concept Maps formatted onto 11 inch X 17 inch sheets at a scale of 1" = 100'.

## **7.4 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Draft, updated draft, and final Roadway Conceptual Analysis Report (including 11" X 17" maps)
- Draft, updated draft, and final Executive Summary (including 11" X 17" maps)
- Recommended Improvement Concept Map, drafts and final
- Final Design Cost Estimate and Schedule

- Construction Cost Estimate and Schedule

### **7.5 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Draft, updated draft, and final Roadway Conceptual Analysis Report
- Executive Summary
- Recommended Improvement Concept Map, drafts and final
- Final Design Cost Estimate and Schedule
- Construction Cost Estimate and Schedule

### **8.0 Project Schedule**

The Consultant shall submit all required deliverables and provide specified services within 365 calendar days from the date of the written Notice to Proceed from the County.

**TABLE OF DELIVERABLES**

Technical Memoranda, Reports, Maps and Graphics	Hard Copy/Digital
<b>Public Involvement Plan Technical Memorandum</b>	<b>5/1 Copies</b>
<b>Color Aerial Base Map 1</b>	<b>1/1 Copies</b>
<b>Geotechnical Report</b>	<b>5/1 Copies</b>
<b>Geotechnical Maps</b>	<b>1/1 Copy</b>
<b>Environmental Site Assessment Report</b>	<b>5/1 Copies</b>
<b>Design Traffic Technical Memorandum</b>	<b>5/1 Copies</b>
<b>Design Traffic Engineering Report</b>	<b>5/1 Copies</b>
<b>Existing Road Characteristics Map(s)</b>	<b>2/1 Copies</b>
<b>Existing and Proposed Utilities Map(s)</b>	<b>2/1 Copies</b>
<b>Hazardous Materials Areas Map(s)</b>	<b>2/1 Copies</b>
<b>Land Use Plans Map(s)</b>	<b>2/1 Copies</b>
<b>Cultural Features Map(s)</b>	<b>2/1 Copies</b>
<b>Archaeological and Historical Sites Map(s)</b>	<b>2/1 Copies</b>
<b>Hydrologic and Natural Features Report</b>	<b>5/1 Copies</b>
<b>Hydrologic and Natural Features Map(s)</b>	<b>2/1 Copies</b>
<b>Threatened and Endangered Species Report</b>	<b>5/1 Copies</b>
<b>Threatened &amp; Endangered Species Map(s)</b>	<b>2/1 Copies</b>
<b>Pond Siting Report</b>	<b>5/1 Copies</b>
<b>Corridor Analysis Technical Memorandum</b>	<b>5/1 Copies</b>
<b>Alternative Typical Sections</b>	
<i>Draft sets</i>	<b>1/Iteration</b>
<i>Final set</i>	<b>1/1 Copy</b>
<b>Access Management Maps</b>	
<i>Draft Concept sets</i>	<b>1/Iteration</b>
<i>Final set</i>	<b>2/1 Copies</b>
<b>Alternative Alignment Maps</b>	
<i>Draft sets</i>	<b>1/Iteration</b>
<i>Final set</i>	<b>2/1 Copies</b>
<b>Right-of-Way Cost Estimation Package</b>	<b>3/1 Copies</b>
<b>Alternative Improvement Concepts Analysis</b>	
<b>Cost Analysis of Alternatives</b>	
<i>Draft</i>	<b>2/Iteration</b>
<i>Final</i>	<b>2/1 Copies</b>
<b>Conceptual Drainage Analysis of Alternatives</b>	<b>2/1 Copies</b>
<b>Community Impact Analysis of Alternatives</b>	<b>2/1 Copies</b>
<b>Computer Enhanced Photographs</b>	
Existing Conditions 24" X 36" (3) Locations	<b>1/1 Copy/Site</b>
Enhanced Photographs	
<i>Drafts 11"X17"</i>	<b>2/Iteration/Site</b>
<i>Final 24"X36"</i>	<b>1/1 Copy/Site</b>
<b>Wetlands Impact Analysis of Alternatives</b>	<b>2/1 Copies</b>
<b>Floodplain Impact of Alternatives</b>	<b>2/1 Copies</b>
<b>Threatened and Endangered Species Impact Analysis of Alternatives</b>	<b>2/1 Copies</b>

Scope of Services

<b>Archaeological and Historical Feature Analysis of Alternatives</b>	<b>2/1 Copies</b>
<b>Contaminated Sites Alternatives Analysis</b>	<b>2/1 Copies</b>
<b>Geotech Alternatives Analysis</b>	<b>2/1 Copies</b>
<b>Alternatives Comparison Matrix</b>	
<b>Draft</b>	<b>2/Iteration</b>
<b>Final</b>	<b>2/1 Copies</b>

**Public Involvement**

<b>Mailing List updates</b>	<b>Ongoing</b>
<b>Newsletters (6 issues) Draft/Final</b>	<b>6/___ Copies/Issue</b>
<b>Web Page Format – Hard Copy/Digital</b>	<b>4/1 Copies</b>
<b>Operational Web Page</b>	<b>Link</b>
<b>Advertisements – News Releases – Draft/Final</b>	<b>3/3</b>
<b>Public Meeting Exhibits</b>	<b>As Required</b>
<b>Public Meeting PowerPoint (3 presentation files)</b>	
<b>Draft – Hard Copy/Digital</b>	<b>4/1 per Iteration</b>
<b>Final – Hard Copy/Digital</b>	<b>4/1 per Meeting</b>
<b>Public Meeting Comment Form (3 meetings) – Draft/Final</b>	<b>4/___ Copies/Issue</b>
<b>Public Meeting Handout (3 meetings) – Draft/Final</b>	<b>4/___ per Meeting</b>
<b>Response/Comment Tabulations (3 meetings)</b>	<b>4 Copies/Meeting</b>
<b>Senior Staff Presentation</b>	<b>1</b>
<b>LPA Work Session Power Point</b>	
<b>Draft – Hard Copy/Digital</b>	<b>4/1</b>
<b>Final – Hard Copy Digital</b>	<b>4/1</b>
<b>LPA Public Hearing Power Point</b>	
<b>Draft – Hard Copy/Digital</b>	<b>4/1</b>
<b>Final – Hard Copy Digital</b>	<b>4/1</b>
<b>BCC Public Hearing Power Point</b>	
<b>Draft – Hard Copy/Digital</b>	<b>4/1</b>
<b>Final – Hard Copy Digital</b>	<b>4/1</b>

**Roadway Conceptual Analysis Report**

<b>Draft Report prior to the Preferred Concept Public Meeting</b>	<b>5 Copies (Rev. Set)</b>
<b>Updated Draft Report prior to LPA Workshop</b>	<b>18 Copies</b>
<b>Updated Draft Report prior to BCC Public Hearing</b>	<b>5 Copies (Rev. Set)</b>
<b>Updated Draft Report prior to BCC Public Hearing</b>	<b>18 Copies</b>
<b>Final Report following BCC Public Hearing</b>	<b>8/8 Copies/Digital</b>

<b>Recommended Improvement Concept Map</b>	
<b>Preferred Concept Public Meeting</b>	
Review Set – Hard Copy	1/Iteration
Meeting Set – Hard Copy	2 Copies
<b>LPA Public Hearing</b>	
Review Set – Hard Copy	1/Iteration
Meeting Set – Hard Copy	1 Copy
<b>BCC Public Hearing</b>	
Review Set – Hard Copy	1/Iteration
Meeting Set – Hard Copy	2 Copy
<b>Final – Hard Copy/Digital</b>	1/1 Copies

**Cost Estimates and Project Schedules**

<b>RCA Project Schedule (Initial) – Hard Copy/Digital File</b>	3/1 Copies
<b>RCA Project Schedule (Monthly) – Hard Copy/Digital File</b>	3/1 Copies/Month
<b>Final Design Cost Estimate – Hard Copy</b>	3 Copies
<b>Construction Cost Estimate – Hard Copy</b>	3 Copies
<b>Final Design Project Schedule – Hard Copy/Digital File</b>	3/1 Copies
<b>Construction Project Schedule – Hard Copy/Digital File</b>	3/1 Copies

**Field Notes and Field Data**

<b>Orange County Field Books – Original</b>	1 Copy
<b>Raw Field Data – Hard Copy</b>	3 Copies
<b>Raw Field Data – Digital File</b>	1 Copy

**Preliminary Right-of-Way ID Maps (Black and White Aerial Base)**

<b>30% Submittal – Paper, Full and Half Sized</b>	2/2 Copies
<b>60% Submittal – Paper, Full and Half Sized</b>	2/2 Copies
<b>90% Submittal – Paper, Full and Half Sized</b>	2/2 Copies
<b>100% Submittal – Paper, Full and Half Sized</b>	2/2 Copies

**Final Right-of-Way ID Maps (Black and White Aerial Base)**

<b>Hard Copy – Paper, Full Sized (Signed and Sealed)</b>	3 Copies
<b>Hard Copy – Paper, Laminated Covers, Half Size (S &amp; S)</b>	4 Copies
<b>Reproducible – Mylar, Full Sized (S &amp; S)</b>	1 Copy
<b>Reproducible – Mylar, Half Sized (S &amp; S)</b>	1 Copy
<b>Digital Files - AutoCAD 14</b>	1 Copy



**CONTRACT**

**Y15-803**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by and between the:

BOARD OF COUNTY COMMISSIONERS  
201 S. Rosalind Avenue  
Orlando, Orange County, Florida

a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and:

> \_\_\_\_\_  
> \_\_\_\_\_  
> \_\_\_\_\_  
FEDERAL I. D. # > \_\_\_\_\_

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the COUNTY desires to retain professional consulting services for PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)

WHEREAS, the COUNTY desires to employ the CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions;

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

**I**  
**SCOPE OF SERVICES/SPECIAL PROVISIONS**

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4) Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

**II**  
**PAYMENT**

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum of fee not to exceed \$>\_\_\_\_\_ said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PROGRESS PAYMENTS:** Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.
- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

- |    |                  |            |
|----|------------------|------------|
| 1. | Prime Consultant | Multiplier |
|    | >                | >          |
| 2. | Sub-Consultants  | Multiplier |
|    | >                | >          |
|    | >                | >          |

I. **PRICE ADJUSTMENT**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii. Retroactive requests for price adjustments will not be considered.

**The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.**

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no

case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III**  
**DESIGN WITHIN FUNDING LIMITATIONS**

**NOT APPLICABLE FOR THIS CONTRACT**

**IV**  
**RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Assistant Project Manager must be two separate individuals BOTH currently employed by the Prime Consultant. The Project Manager and the Assistant Project Engineer must be a combination of a Professional Engineer (P.E.) registered in the State of Florida and a Certified Planner (A.I.C.P.).
- C. Substitution of the Project Manager, Assistant Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.

- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2<sup>nd</sup> Floor, Orlando, FL 32801
  2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
  3. Direct Purchases: For projects for which construction is valued at \$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Procurement Division at address shown above.

## V

### **COUNTY'S RIGHTS AND RESPONSIBILITIES**

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT.
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

## VI

### **COUNTY'S 'DESIGNATED' REPRESENTATIVE**

It is understood and agreed that the COUNTY designates the COUNTY Administrator, or designated representative, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The COUNTY Administrator, or designated representative, shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as

not to materially delay the work of the CONSULTANT.

- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Prompt written notice by the COUNTY to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

## **VII** **TERMINATION OF CONTRACT**

### **A. TERMINATION FOR DEFAULT:**

The County may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the County resulting from the Consultant's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the CONSULTANT will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual purchase orders or to the contract in its entirety.

**C. PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. Any additional costs incurred by the COUNTY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

**D. TERMINATION NOTICE**

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

**VIII  
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the



event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

**By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street  
Orlando, Florida 32801

#### INDEMNIFICATION- CONSULTANTS:

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Consultant or its sub-consultants (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence

of the COUNTY.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

**IX**

**TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
  
- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
  - 2) Compliance with provisions for pricing change orders; or
  - 3) Compliance with provisions for pricing invoices; or
  - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
  - 5) Compliance with the County's business ethics; or
  - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc. Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

**X**  
**OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder and are the property of the COUNTY upon acceptance of same by the COUNTY.

**XI**  
**WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB**: The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within **365** days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES**: A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
  3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES**: The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

- D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY COUNTY:** In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the COUNTY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of work. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the COUNTY which identifies the reason(s) for the delay and the amount of time related to each reason.

The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF WORK BY COUNTY:**

1. Right of COUNTY to Suspend Work and Order Resumption – The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

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

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the COUNTY'S suspension or suspension of CONSULTANT'S services exceeds one hundred twenty (120) days, then CONSULTANT and COUNTY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder.

The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the COUNTY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the COUNTY within ten (10) days after the COUNTY has given notice of its refusal to increase said fees.

## **XII**

### **STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color religion, sex or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

## **XIII**

### **MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subconsultant Contract dollar amount(s) for the M/WBE subconsultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract.

Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
  - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  - 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  - 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.



- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

#### **XIV**

#### **ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS**

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the COUNTY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or consultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the services of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such work.
- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

#### **XV**

#### **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**XVI**  
**EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONSULTANT shall abide by the following provisions:

- (a) The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

**XVII**  
**CONTROLLING LAWS**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**XVIII**  
**WELFARE RECIPIENTS**

CONSULTANT has committed to hire \_\_\_\_\_ ( ) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist \_\_\_\_\_ with \_\_\_\_\_ meeting \_\_\_\_\_ this \_\_\_\_\_ requirement.

The BDD Liaison will work with the ZuCan staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

## **XIX**

### **SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. In the event a certified SDV sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.
- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

## **XX**

### **CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision.

The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

**XXI**  
**AVAILABILITY OF FUNDS**

The obligations of Orange County under this Contract are subject to availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

**XXII**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXIII**  
**TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**XXIV**  
**VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

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BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Johnny M. Richardson, CPPO, CFCM  
Manager, Procurement Division

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Date (for County use only)

**REQUEST FOR PROPOSALS**

**#Y15-803-CH**

**PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD  
(AOPKA-VINELAND TO INTERSTATE 4)**

**DUE 2:00 P.M. – December 18, 2014**

**PROPOSER INFORMATION:**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (Street Address)

\_\_\_\_\_ (PO Box)

\_\_\_\_\_ (City, County, State, Zip)

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZED SIGNATORY: \_\_\_\_\_ (Print Name) TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTACT'S E-MAIL ADDRESS: \_\_\_\_\_

TIN# \_\_\_\_\_

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

Check the appropriate box that describes the organization of the firm proposing:

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____	Date	Addendum No. _____	Date:
Addendum No. _____	Date:	Addendum No. _____	Date:

PROJECT TEAM

RFP Project Number: \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

		Federal I. D. Number: _____			
		Is Prime Consultant: a certified M/WBE Firm Yes _____ No _____ a certified SDV Firm Yes _____ No _____			
<b><u>PRIME</u></b>	<b>Name and City of Residence of Individual Assigned to the Project</b>	<b>Number of Years Experience</b>		<b>Education, Degree(s)</b>	<b>Florida Active Registration Numbers</b>
Principle-in-Charge					
Project Manager					
Assistant Project Manager					
Project Construction Administrator					
Other Key Member ( )					
Other Key Member ( )					
<b><u>SUBCONSULTANT</u></b>	<b>Company Name and Address of Office Handling this Project</b>	<b>If Certified M/WBE specify which; Or If Certified SDV indicate</b>	<b>Circle applicable Certified M/WBE credit, if applicable FTU: First Time Utilize NC: Non-County ERT: Employee Recruitment &amp; Training RT: Recruitment &amp; Training</b>	<b>Projected % of Overall work on the entire project</b>	<b>Name of Individual Assigned to the Project</b>
Architecture			<b>FTU - NC - ERT - RT</b>		
Mechanical Engineering			<b>FTU - NC - ERT - RT</b>		
Electrical Engineering			<b>FTU - NC - ERT - RT</b>		
Structural Engineering			<b>FTU - NC - ERT - RT</b>		
Civil Engineering			<b>FTU - NC - ERT - RT</b>		
Landscape Architecture			<b>FTU - NC - ERT - RT</b>		
Other Key Member ( )			<b>FTU - NC - ERT - RT</b>		
Other Key Member ( )			<b>FTU - NC - ERT - RT</b>		
Other Key Member ( )			<b>FTU - NC - ERT - RT</b>		
Other Key Member ( )			<b>FTU - NC - ERT - RT</b>		

**Note: Percentages indicated must conform to percentages indicated on Form C**



**LOCATION**

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

<b>PRIME CONSULTANT/ CONTRACTOR (Name &amp; Address)</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE ZIP</b>	<b>PERCENTAGE OF WORK ASSIGNED</b>
1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %

**SUBCONSULTANT/SUBCONTRACTOR  
(Name & Address)**

1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %
4. _____ _____	_____	_____	_____	_____ %
5. _____ _____	_____	_____	_____	_____ %
6. _____ _____	_____	_____	_____	_____ %
7. _____ _____	_____	_____	_____	_____ %

**Use additional pages if necessary - Total Percentage must equal 100%**

**LOCATION (continued)**

1. Current domicile of Project Manager.

Name of Project Manager \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

2. Will Project Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_

Not Applicable \_\_\_\_\_

If Project Manager will not relocate, explain how the Project Manager will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_

Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

3. Current domicile of Assistant Project Manager.

Name of Assistant Project Manager \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

4. Will Assistant Project Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_

Not Applicable \_\_\_\_\_

If Assistant Project Manager will not relocate, explain how the Assistant Project Manager will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_

Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

**AFFIDAVIT**

**Under penalties of perjury, I swear affirm that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.**

_____ <b>Authorized Signatory</b>	_____ <b>Name of Proposer</b>
_____ <b>Typed or Printed Full Name</b>	_____ <b>Date</b>
_____ <b>Title</b>	

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared (name) \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who being duly sworn, did execute the  
foregoing affidavit, and did state that he or she was properly authorized by (name of firm)  
\_\_\_\_\_ to execute the affidavit and did so as his or her  
free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(seal)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

## **SIMILAR PROJECTS**

### **PROJECT MANAGER**

USING PAGES D1 – D3 only - List up to **three** SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed as either the Project Manager or Assistant Project Manager on two (2) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration**. To be credited as similar project for the remaining similar project listed; the individual must have served as the Project Manager **for a substantial majority (at least 70%) of the project activities and duration with your firm, or other firms**. The individual may have served as the Project Manager on all projects. IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Manager: Name: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No

Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_

1. Project Name:

Owner:

Reference Name, Address Phone Number, Fax Number, Email Address:

Consulting Fee:

Consulting Completion Date:

**(month/year)**

Firm:

Summary of Work:

Proposed Project Manager: Name: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No  
Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Consulting Fee:

Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

Proposed Project Manager: Name: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No  
Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_

3. Project Name:  
Owner:  
Reference Name, Address, Phone Number, Fax Number, Email Address:

Consulting Fee:  
Consulting Completion Date:  
(month/year)

Firm:  
Summary of Work:



## SIMILAR PROJECTS

### ASSISTANT PROJECT MANAGER

USING PAGES E1 – E3 only - List up to **three** SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed assistant project manager must have served as the Project Manager, Assistant Project Manager, Design Engineer or Planner on two (2) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration**. To be credited as similar project for the remaining similar project listed; the individual must have served as Project Manager or Assistant Project Manager **for a substantial majority (at least 70%) of the project activities and duration with your firm, or other firms**. The individual may have served as the Project Manager or Assistant Project Manager on all projects.

LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No

Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_ Design Engineer \_\_\_\_\_ Planner \_\_\_\_\_

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Consulting Fee:

Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No

Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_ Design Engineer \_\_\_\_\_ Planner \_\_\_\_\_

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Consulting Fee:

Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer (P.E.) registered in the State of Florida \_\_\_ Yes \_\_\_ No

Certified Planner (A.I.C.P.) \_\_\_ Yes \_\_\_ No

Similar Project Served as: P.M. \_\_\_\_\_ Assistant P.M. \_\_\_\_\_ Design Engineer \_\_\_\_\_ Planner \_\_\_\_\_

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Consulting Fee:

Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

## **FORM F**

### **SKILLS AND EXPERIENCE OF THE PROJECT TEAM**

**Using a maximum of three pages, 8 1/2" X 11"**, labeled "Form F-1" through "Form F-3" describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime CONSULTANT as well as other members of the project team; i.e., additional personnel, subconsultants, branch offices, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past ten years) where the team members have performed similar projects previously.

Specifically identify the management plan. The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and subconsultants, clarify the individual(s) responsible for the co-ordination of the separate components of the scope of work, and describe the quality assurance/quality control plan. Provide an organizational chart for the team and label as "Form F-4"; the organizational chart will be in addition to the three page maximum.

## **PROJECT SCOPE, APPROACH AND UNDERSTANDING**

**Using a maximum of five pages, 8 1/2" x 11"**, labeled "Form H-1" through "Form H-5" delineate your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past fifteen (15) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past fifteen (15) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)**

IFB/RFP Number & Title: \_\_\_\_\_

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/Proposals may be cause for rejection of your bid/Proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
<b>TOTAL</b>											
Changes Since Last Report											

The above reflects (Check One): \_\_\_\_\_ Orange County Workforce \_\_\_\_\_ Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project? \_\_\_ Yes \_\_\_ No If yes, how many approximately? \_\_\_\_\_

Name of Firm \_\_\_\_\_ Period of Report \_\_\_\_\_ No. of Years in Business in Orange County \_\_\_\_\_

Form Completed by \_\_\_\_\_  
 Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_

Form Approved by \_\_\_\_\_  
 Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_



## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form. However, if the proposer is not a joint venture, check the following block: ( ) NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MBE firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)? \_\_\_\_\_

\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing: \_\_\_\_\_

(b) Capital contributions, including equipment: \_\_\_\_\_

(c) Other applicable ownership interests: \_\_\_\_\_

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

a. Management decisions, such as: \_\_\_\_\_

(1) Estimating: \_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

\* **Joint venture must be properly registered with the State before the contract award.**

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that \_\_\_\_\_ does:

**Name of Proposer**

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any 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, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

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

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF INTENT  
(VERIFICATION OF M/WBE UTILIZATION)**

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

---

M/WBE Subconsultant

---

Specific Scope(s) of Work

---

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/98-25, as modified.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

---

Authorized Agent of Prime Consultant

---

Date

---

Printed Name & Title

---

Authorized Agent of M/WBE Subconsultant

---

Date

---

Printed Name & Title

---

M/WBE Address

---

Phone Number/Fax Number

LETTER OF INTENT  
(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letter must be submitted with the Proposal for each Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment cause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

\_\_\_\_\_  
SDV Sub-consultant

\_\_\_\_\_  
Specific Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change Subcontractors, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

\_\_\_\_\_  
Authorized Agent of Prime Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Agent of SDV Sub-consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
SDV Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND  
LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)  
Case or Bid No. Y15-803 -CH  
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

**This lobbying expenditure form shall be completed in full and filed with all application submittals.  
This form shall remain cumulative and shall be filed with the department processing your application.  
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form: \_\_\_\_\_**

**This is a Subsequent Form: \_\_\_\_\_**

**Part I**

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_  
\_\_\_\_\_

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)  
For use as of March 1, 2011

**PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND  
LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)  
Case or Bid No. Y15-803 -CH**

**Company Name:** \_\_\_\_\_

**Part II  
Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<b>TOTAL EXPENDED THIS REPORT</b>			\$



*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4)**

Case or Bid No. **Y15-803 -CH**

**Company Name:** \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
*(check appropriate box)*

**PRINT NAME AND TITLE:** \_\_\_\_\_

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT**  
**EXPENDITURE REPORT**

*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the

County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

**DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

**WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

**WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y15-803 -CH**

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:  
\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y15-803 -CH**

**Company Name:** \_\_\_\_\_

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES \_\_\_ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

\_\_\_ YES \_\_\_ NO

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

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(Use additional sheets of paper if necessary)

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y15-803 -CH**

**Company Name:** \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

Print Name and Title of Person completing this form: \_\_\_\_\_

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**AGENT AUTHORIZATION FORM  
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA**



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
\_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
FOLLOWS, RFP NO. Y15-803-CH, PROFESSIONAL ROADWAY CONCEPTUAL ANALYSIS SERVICES  
FOR SAND LAKE ROAD (APOPKA-VINELAND TO INTERSTATE 4), AND TO APPEAR ON MY/OUR  
BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS **CONTRACT**  
AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: \_\_\_\_\_  
Signature of Proposer

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal) \_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Applicant* means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. *Applicant* means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

*Business associate* means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

**FORM O**  
**FAQS**

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

### **WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

**E VERIFICATION CERTIFICATION**

**Contract Y15-803-CH**

**NAME OF CONSULTANT:** \_\_\_\_\_ (referred to herein as "Consultant")

**ADDRESS OF CONSULTANT:** \_\_\_\_\_

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The undersigned does hereby certify that the above named consultant:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the consultant will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Consultant acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WELFARE RECIPIENT  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section II: For ZuCan Center Use Only (To be Completed After Contract Award)**

Verification: I certify that the above individuals are welfare recipients

Individual Complete Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\*5. \_\_\_\_\_

\*6. \_\_\_\_\_

ZuCan, Inc.  
609 North Powers Drive, Suite 340  
Orlando, Florida 32818  
(407) 531-1223

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*ZuCan Participants who do not meet specific job qualifications

# SAMPLE DO NOT USE

## LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y \_\_\_\_\_

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p><b>A. Section II – Who is An Insured</b> is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none"><li>1. In performance of your ongoing operations; or</li><li>2. In connection with your premises owned by or rented to you.</li></ol> <p>However:</p> <ol style="list-style-type: none"><li>1. The insurance afforded to such additional insured only applies to the extent permitted by law; and</li><li>2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.</li></ol>	<p><b>B.</b> With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"><li>1. Required by the contract or agreement; or</li><li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li></ol> <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
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# SAMPLE DO NOT USE

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name of Person or Organization:</b>
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION 400 E. SOUTH STREET ORLANDO, FL 32801
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.



# SAMPLE DO NOT USE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13  
(Ed. 4-84)

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

#### **Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCUREMENT DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
No.

Effective Policy No.

Endorsement

Insured

Insurance Company  
by \_\_\_\_\_

Countersigned

WC 00 03 13