

ISSUE DATE: October 1, 2015

**NOTICE**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL**

**RFP #Y15-814-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 November 5, 2015, for PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL.**

**A Non-Mandatory Pre-Proposal Conference** will be held **October 13, 2015, at 1:30 P.M. in Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839.** 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).

**PREQUALIFIED PROPOSERS**

**Proposers and Sub Consultants are required to be currently pre-qualified with the Florida Department of Transportation (FDOT) in their respective fields of practice for the work types required for this Request for Proposals (RFP). Proof shall be submitted with the sealed proposals documenting all team members are currently prequalified with FDOT in their respective fields of practice for the work types required for this RFP.**

**Failure to submit proof of the FDOT pre-qualification with your sealed proposal shall render the proposal non-responsive.**

**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 at [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the blackout period.**

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EXHIBIT A SCOPE OF SERVICES

**Attachment I – Terms for Federal Aid Contracts and DBE Bid Package Information**

CONTRACT

PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
LOCATION	FORM C ( <b>NOT USED</b> )
SIMILAR PROJECTS (PROJECT MANAGER)	FORM D
SIMILAR PROJECTS (PROJECT ENGINEER)	FORM E
SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
<b>FORM G NOT USED</b>	FORM G ( <b>NOT USED</b> )
PROJECT SCOPE, APPROACH & UNDERSTANDING	FORM H
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT	FORM I
EMPLOYMENT DATA	FORM J ( <b>NOT USED</b> )
JOINT VENTURE INFORMATION	FORM K ( <b>NOT USED</b> )
DRUG-FREE WORKPLACE FORM	FORM L
LETTER OF INTENT	FORM M ( <b>NOT USED</b> )
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N
RELATIONSHIP DISCLOSURE FORM	FORM O
E-VERIFICATION CERTIFICATION	FORM P
WELFARE RECIPIENTS	FORM WR ( <b>NOT USED</b> )
INSURANCE SAMPLE ENDORSEMENTS	

## REQUIRED FORMS – ATTACHMENT II

### **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REQUIRED FORMS: (THE FORMS LISTED BELOW MUST BE COMPLETED AND SUBMITTED WITH YOUR SEALED PROPOSALS)**

Truth In Negotiation Certification

Conflict of Interest Certification for Consultant/Contractor

Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Federal Aid Contracts

REQUEST FOR PROPOSALS  
FOR  
**PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL**  
RFP # Y15-814-CH

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide **PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL** in accordance with The Brook Act as specified in 40 U.S.C. 1101.

**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, November 5, 2015, 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 Non Mandatory Pre-Proposal Conference will be conducted on October 13, 2015, at 1:30 P.M., in Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839. 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, D, E, F, and H may negatively impact the evaluation of the Proposal.**

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 Y15-814-CH  
Date of Opening - November 5, 2015  
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, email 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 October 19, 2015? 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.

19. **SCHEDULE OF EVENTS**

Below is the current schedule of events that will take place in the selection process. The **County** reserves the right to make changes or alterations to the schedule.

<b>Date</b>	<b>Event</b>
10/01/15	Advertisement Date
10/13/15	Non-Mandatory Pre-Proposal Meeting
10/19/15	Deadline for submission of written questions
11/05/15	Proposal Opening
12/02/15	Procurement Committee Meeting
01/2016	Board Approval

## **TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000.00 (with a deductible permitted not in excess of \$100,000.00) 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. **DISADVANTAGE BUSINESS ENTERPRISE:**

The County and the FDOT encourages DBE firms to compete for Department professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the FDOT has an overall 9.91% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, consultants should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users

Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

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. Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

14. **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.

15. **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. Form B is provided for this information.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the overall 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 contact 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.

16. 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.

17. 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.

18. **BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS**

NOT APPLICABLE FOR THIS RFP

19. **BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS**

NOT APPLICABLE FOR THIS RFP

20. **CONTRACT AWARD CRITERIA** – Project Specific Professional Service.

The County will award a single contract for this requirement.

21. **KEY PERSONNEL**

The Project Manager and the Project Engineer must **BOTH** be currently employed by the Prime Consultant. Both the Project Manager and the Project Engineer shall be Professional Engineers registered in the State of Florida.

22. **PREQUALIFIED PROPOSERS**

**Proposers and Sub Consultants are required to be currently pre-qualified with the Florida Department of Transportation (FDOT) in their respective fields of practice for the work types required for this Request for Proposals (RFP). Proof shall be submitted with the sealed proposals documenting all team members are currently prequalified with FDOT in their respective fields of practice for the work types required for this RFP.**

The documentation required to be submitted with the sealed Proposals shall include qualifying documentation from FDOT for the work types shown below:

- 8.1 Surveying and Mapping. Control Surveying
- 8.2 Surveying and Mapping. Design, Right-of-way, and Construction Surveying
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing
- 9.3 Highway Materials Testing
- 9.4 Foundation Studies
- 9.5 Geotechnical Specialty Lab Testing
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures Construction Engineering Inspection
- 10.5.1 Major Bridge Construction Engineering Inspection – Concrete

**Failure to submit proof of the FDOT pre-qualification with your sealed proposal shall render the proposal non-responsive.**

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 under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

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

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

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)	30
Similar Projects Completed by the Proposed Project Engineer (Form E)	20
Skills and Experience of the Project Team (Form F)	15
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 purposes of this Request for Proposals has been defined as:

Continuing/on-going or project specific contracts for Construction Engineering and Inspection services successfully completed in the past 15 years immediately preceding the due date for the sealed proposals and shall include the following project elements listed below:

**PROJECT ELEMENTS**

1. **Roadway Government Contract** – CEI Services provided under a contract to a governmental agency, either through a general services contract or a project specific contract, for a roadway widening project of a multi-lane (4 or more lanes) roadway having a minimum length of 0.9 centerline miles and a construction cost equal to or greater than two million dollars (\$2,000,000). **Construction of a Limited Access project is allowed. Resurfacing, Restoration and Rehabilitation (RRR) projects shall not be considered to be similar projects.**
2. **Monitor Payroll Requirements** – Receive and check weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.
3. **Monitor DBE Requirements** – Monitor the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and report to FDOT the Contractor's commitment for DBE utilization and actual payments made to certified DBE's.
4. **Monitor EEO Requirements** – Monitor EEO requirements for both the prime contractor and subcontractor whose contracts exceed \$10,000 and ensure all required submittals are received from the Contractor and subcontractors.
5. **Review of Pay Requests** - Review monthly pay requests against work completed and documented through daily inspection reports and provide written recommendation for payment.
6. **Monitor OJT Requirements** – Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project.
7. **Perform Monthly Interviews** – Perform monthly interviews with project personnel of both the prime contractor and sub-contractor to ensure compliance with EEO and Wages requirements.
8. **Pre-construction Meeting** – Attend the pre-construction meeting and communicate all EEO requirements.

9. **Project's Bulletin Board** – Ensure the project bulletin board is in place throughout the life of the project and includes all required documents, posters, forms and other information.

### **Similar Project Scoring**

- The Proposer shall submit no more than three (3) similar projects for the proposed Project Manager and three (3) similar projects for the proposed Project Engineer.
- The proposed Project Manager and the proposed Project Engineer may submit the same similar projects.
- **Element 1, Element 2, and Element 3 are MANDATORY.**
- To be considered for **one (1/2) half point, each similar project submitted must contain all the mandatory elements described above.**
- To be considered for **one (1) full point, each similar project submitted must contain all three mandatory elements PLUS two (2) additional of the remaining elements.**
- **Projects that do not contain all three mandatory elements described above shall receive zero (0) points.**

### **Requirements for the Proposer**

#### **Project Manager:**

To be credited as similar projects for the proposed Project Manager, the individual must have served as either the Project Manager or Project Engineer on one (1) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration**, and as the Project Manager for the remaining two (2) similar projects, **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.

#### **Project Engineer:**

To be credited as similar projects for the particular Project Engineer, the individual must have served as either the Project Manager or Project Engineer on one (1) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration**, and as the Project Engineer for the remaining two (2) similar projects, **for a substantial majority (at least 70%) of the project activities and duration**. The individual may have served as the Project Engineer on all projects.

**The Project Manager and Project Engineer must BOTH be currently employed by the Prime Consultant.**

## **Definitions**

**Substantial majority** - Defined as 70% of the work for the project activities.

**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.

**Project Engineer** - Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design 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 Project Engineer must be a Registered Professional Engineer in the State of Florida.

**Under this similar project description, the project may have been performed under a specific contract. Also, a specific project performed under a continuing/ongoing contract may be submitted. However, the basic continuing/ongoing contract is not acceptable as a similar project.**

**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, 2014 to April 1, 2016	\$	X	1.0	=	\$
(2) First Year Past: 10/01/13- 9/30/14	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/12- 09/30/13	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/11-09/30/12	\$	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.

19. **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”  
SCOPE OF SERVICES  
For  
PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL**

**SECTION 1: OBJECTIVES AND DESCRIPTION OF PROJECT**

**1.1 General**

The Construction Engineering and Inspection Consultant, (CEI) shall assist the COUNTY by providing Project Management and Support services for constructions of the Pine Hills Trail. No services shall be performed unless the COUNTY has first issued an appropriate Notice to Proceed. As part of this continuing services contract, the services the CEI may be asked to provide may include, but are not limited to the following:

- Provide Construction Engineering Inspection and Support services for Pine Hills Trail, including, but not limited to, monitoring the construction contract compliance requirements for assigned projects in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and compliance oversight program established by Florida Department of Transportation (FDOT).
- Perform geotechnical/material testing services as may be necessary.
- Coordination with Contractors and stakeholders and review of change orders and pay requests as it relates to the tasks above.
- Other tasks as may be assigned.

This Scope of Services generally identifies representative responsibilities that may be assigned to the CONSULTANT under this contract. The COUNTY reserves the right to determine what services, if any, will be required of the CONSULTANT.

**1.2 Project Description**

The CONSULTANT shall provide CEI support and geotechnical services to assist the County in construction of the Pine Hills Trail.

**1.3 Description of Professional Services**

The primary goal of the contract is to provide project support as an extension of COUNTY staff for the completion of this project.

Each of these project elements will be delivered through professional services defined below either from the prime consultant or through their sub-consultants. These services will require a broad range of technical expertise and resources that must be delivered in a timely and highly responsive manner.

## **SECTION 2: SCOPE OF PROFESSIONAL SERVICES**

The CEI (or CONSULTANT) will deliver the services and project elements identified in Section 1 by providing the professional services as requested and outlined below.

### **2.1 Construction Engineering and Inspection**

Construction engineering inspection (CEI) and support services shall consist of monitoring the construction contract compliance requirements for assigned projects in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and compliance oversight program established by Florida Department of Transportation (FDOT), construction services, construction administration and construction management assistance. The CONSULTANT may be required to schedule and conduct preconstruction meetings and prepare the Notice to Proceed to be issued by the COUNTY Project Manager; coordinate as necessary with COUNTY offices, utilities, and regulatory agencies.

The CEI shall monitor the construction contract compliance requirements in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and/or compliance oversight program established by Florida Department of Transportation (FDOT). Those monitoring services shall include, but not be limited to:

- (1) Attend the pre-construction meeting and communicate all EEO requirements.
- (2) Ensure the project bulletin board is in place throughout the life of the project and includes all required documents, posters, forms and other information.
- (3) Monitor and enforce compliance for all 4 elements of the FDOT program (including EEO, Wages, DBE, OJT). Collect and maintain in a filing system the associated submittals.
- (4) Analyze and evaluate data submittals in order to take appropriate actions when necessary.
- (5) Coordinate and respond to FDOT requests for project data.
- (6) Monitor EEO (Company and Project) requirements for both the prime contractor and subcontractor whose contracts exceed \$10,000 and ensure all required submittals are received from the Contractor and subcontractors.
- (7) Receive and check weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.
- (8) Communicate as necessary to the prime contractor any issues of non-compliance for resolution. Communicate with FDOT any instances of non-compliance (including payroll violations) as deemed necessary.
- (9) Monitor the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and report to FDOT the Contractor's commitment for DBE utilization and actual payments made to certified DBE's.
- (10) Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project. Submit all required documents to FDOT.
- (11) Perform monthly interviews with project personnel of both the prime contractor and subcontractor to ensure compliance with EEO and Wages requirements.

### **2.2 Specific Services may include; but are not limited to:**

- 2.2.1 The CONSULTANT may be asked to attend the pre-construction meeting.

- 2.2.2 The CONSULTANT shall maintain records of all sampling and testing accomplished under this scope of services and analyze such records as required to ascertain acceptability of material and completed work items.
- 2.2.3 The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits and applicable laws, standards and regulations. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

### **2.3 Other Services**

The CONSULTANT shall upon written authorization by the COUNTY, perform additional services within the scope of this contract. The following items are not anticipated, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this scope of services:

- 2.3.1 The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the contract.
- 2.3.2 The CONSULTANT shall, upon written request by the COUNTY, review all available project documentation and conduct additional investigations as necessary to prepare certifications required by regulatory agencies.

### **2.4 Project Meetings**

The appropriate members of the CONSULTANT team shall attend periodic meetings with the Orange County Project Manager and staff to discuss progress and status on assigned tasks, and upcoming events and activities in relation to Federal and State monitoring activities. The purpose of these meetings is to maintain clear communication between the COUNTY, Contractor and the CONSULTANT team. The CONSULTANT shall prepare and distribute meeting minutes following each of these meetings.

### **2.5 Project Records**

Project Management Services shall include record keeping. Hard copy files shall be organized in the same structure that the COUNTY currently utilizes. In some cases, files would be submitted to the COUNTY for their continued use on the project. In other cases, the CONSULTANT would be required to prepare the files for storage in the COUNTY's archiving system.

### **2.6 Geotechnical/Material Testing**

The CONSULTANT shall be responsible to perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

All work performed by the CONSULTANT shall be in general accordance with the Florida

Department of Transportation Soils and Foundation Handbook and other applicable standards, or as otherwise described in this scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The COUNTY will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

The CONSULTANT's Engineer-of-Record shall sign and seal a certification on all reports stating that the tests have been prepared in accordance with all applicable manuals and guidelines as well as State and Federal regulations. Reports shall be accurate, legible and completed in accordance with all applicable standards. The CONSULTANT shall utilize his/her best engineering judgment, practices and principles in performing the work.

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

- 2.6.1 General
- 2.6.2 Earthwork
- 2.6.3 Roadway
- 2.6.4 Concrete
- 2.6.5 Ground/Surface Water Samples

This Scope of Services addresses each task within these elements and serves to further define specific requirements. The CONSULTANT shall submit all required deliverables and provide specific services within the specified time frames listed herein.

The services provided by the CONSULTANT in the office, field, and lab shall be in compliance with the most current edition, including updates, of all applicable manuals and guidelines as well as State and Federal regulations or as directed by the COUNTY. This shall include, but not be limited to, the following:

- Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction as amended by contract documents
- FDOT Design Standards
- FDOT Structural Design Guidelines
- FDOT Structure Design Office Standard Drawings
- FDOT Materials Manual
- FDOT Manual of Florida Sampling and Testing Methods
- FDOT Manual for Safety and Control of Equipment Containing Radioactive Materials
- FDOT Soils and Foundation Handbook
- FDOT Design Standards for Design, Construction, Maintenance and Operations of the State Highway System
- Orange County's Right of Way Utilization Manual
- FDOT Radiation Safety Manual
- Orange County Road Specifications Manual
- American Association of State Highway and Transportation Officials (AASHTO) Test Methods
- American Society for Testing and Materials (ASTM) Standards
- Manual on Uniform Traffic Control Devices
- Code of Federal Regulations (CFRs)
- Safe Work Practices and Compliance of Standards Handbook

- American Welding Society Bridge Welding Code (AWS D1.1 Structural Steel Welding Code)
- Occupational Safety and Health Administration (OSHA)
- Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) (001/01) FS 8200 Clean Sampling for Ultratrace Metals in Surface Waters
- Environmental Protection Agency (EPA) method 1669 by reference (as maybe amended)
- Orange County's Manual of Standard and Specifications for Wastewater and Water Main Construction

CONSULTANT shall provide all transportation, manpower, equipment and materials to perform the appropriate services according to applicable specifications. CONSULTANT shall also provide a means of direct communication between the COUNTY Project personnel and the CONSULTANT Technician.

Work of a specified nature as outlined in this contract will be assigned to the CONSULTANT based on the needs of the COUNTY and may not necessarily equal the total purchase order amount.

Work will be performed at mines, quarries, mills, refineries, processors, producers, fabricators, plants, constructors, laboratories, emergency repair sites, project construction sites or as directed by the COUNTY.

Work shall include, but is not limited to, the following:

- Acquisition and reporting of subsurface material, hydrological, standard borings, and environmental information to be used for the construction of transportation facilities.
- Conducting tests on soil and rock according to the applicable specifications for the purpose of classifying materials and identifying their physical properties.
- Sampling, transporting, and testing various materials, reporting results, and recommendations.
- Technicians performing work on projects at asphalt plants shall be expected to enter and upload data on a daily basis using the Asphalt Upload Sheet (Current FDOT Form #675-030-25A).
- Conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis and reporting of results and recommendations.
- Certified Welding Inspectors (CWI), Metals Fabrication Inspection, Welding Procedure and Shop Drawing Reviews.

The CONSULTANT shall provide the COUNTY with personnel that are qualified, trained and thoroughly familiar with all the applicable standards including, but not limited to, FDOT, OSHA, ASTM, COUNTY's standards, rules, policies, and procedures in inspection, sampling, testing, verification and approval of construction materials, and reporting in the following areas:

- Bituminous Construction Materials
- Base, Sub-grade and Embankment Materials
- Portland Cement Concrete
- Precast Concrete Products
- Pre-stressed Concrete Products



- Drilled Shaft Inspection
- Construction Materials Investigations, Special Studies & Projects
- Miscellaneous Construction Related Activities
- CWI Welding Inspection
- Water Quality
- Well Installation, Monitoring, and Capping
- Ground/surface water Contamination Sampling and Testing
- Structural Testing and Inspections

The CONSULTANT shall provide qualified and experienced technician(s) in the disciplines indicated below. Technician(s) must possess a current certification meeting the Construction Training Qualifications Program (CTQP) requirements in their respective field.

- Aggregate Base Testing
- Aggregate Laboratory Testing
- Limerock Bearing Ratio (LBR) Technician
- Aggregate Chemical Analyst
- Asphalt Paving Level I
- Asphalt Paving Level II
- Asphalt Plant Level I
- Asphalt Plant Level II
- Concrete Field Technician Level I
- Concrete Field Technician Level II
- Concrete Laboratory Technician Level I
- Concrete Laboratory Technician Level II
- Certified Welding Inspectors (CWI)
- FDOT Specification 450 (with Concrete Field Level I for Prestress Inspector)
- CTCI - Concrete Transportation Construction Inspection
- Earthwork Construction Inspector (ECI) Level I
- ECI Level II
- Prestress Inspector, PCI Level II and/or III
- Drilled Shaft Inspector
- FDOT Basic and Intermediate MOT
- International Municipal Signal Association (IMSA), Traffic Signal Level II

The CONSULTANT shall submit all final reports to the COUNTY signed and sealed by a Professional Engineer registered in the State of Florida.

## **2.6.1 General**

### **2.6.1.1 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 all work products prior to submittal to the COUNTY for review or use.

### **2.6.1.2 Daily Reports**

The CONSULTANT shall generate a daily (field) report which shall be submitted to the COUNTY'S field inspector for review and records. This report shall be a draft form of the final signed and sealed report and shall at a minimum contain an accurate description of the test performed, location of the tests and the time spent generating the tests. The

daily (field) report shall be signed by the CONSULTANT and by the COUNTY'S field inspector. The daily (field) reports shall be considered draft until such time as the CONSULTANT submits a signed and sealed report.

## **2.6.2 Earthwork**

The CONSULTANT shall perform all necessary earthwork testing as required. The testing shall include, but not limited to, embankment, organic, select soils, aggregate, backfill, or as directed by the COUNTY.

### **2.6.2.1 Embankment**

The CONSULTANT shall perform testing at a minimum of every twelve thousand (12,000) square feet of earthwork and/or for every twenty-four (24) inches of lift, or as directed by the COUNTY. The COUNTY'S requirements for passing tests are 100% of the Standard Proctor using AASHTO T 99, Method C.

### **2.6.2.2 Backfill for Stormwater Conveyance System**

The CONSULTANT shall perform testing at a minimum of twelve (12) inch lifts as measured from the spring line of the stormwater pipe to the finished grade. In addition, the CONSULTANT shall perform testing between each drainage structure, for each day's installation of the conveyance system or a minimum of every three-hundred (300) feet of stormwater conveyance system installed, or as directed by the COUNTY. At drainage structure locations, two tests shall be performed per each twelve (12) inch lift, or as directed by the COUNTY.

### **2.6.2.3 Organic Testing**

The CONSULTANT shall perform testing at a minimum of three randomly selected samples from each stratum, or as directed by the COUNTY. Tests shall be performed in accordance with AASHTO T 267 of the portion of a sample passing the No. 4 sieve as described in the FDOT Design Standards for Design, Construction, Maintenance and Operations of the State Highway System.

### **2.6.2.4 Deliverables**

- Daily (field) density reports shall be submitted to the COUNTY'S field inspector.
- Density reports shall identify the failures (if any) and provide a recommendation.
- Signed and sealed density report shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).
- Signed and sealed Organic Content (by heating) Test Report shall be submitted within five calendar days of the testing event (four paper copies and one PDF electronic file).

## **2.6.3 Roadway**

### **2.6.3.1 Stabilization**

The CONSULTANT shall perform density testing every three-hundred (300) feet staggered along the roadway or as directed by the COUNTY. The COUNTY'S requirements for passing tests are 98% of a Modified Proctor using the FM 1-T 180, Method D.

The CONSULTANT shall perform Limerock Bearing Ratio (LBR) (5-point minimum) testing every three-hundred (300) feet, or as directed by the COUNTY.

#### **2.6.3.1.1 Deliverables**

- Daily (field) reports shall be submitted to the COUNTY'S field inspector.
- Reports shall identify the failures (if any) and provide a recommendation.
- Draft LBR results shall be submitted in writing within five calendar days of the testing event (four paper copies and one PDF electronic file).
- Signed and sealed LBR report shall be submitted within seven calendar days of the testing event (four paper copies and one PDF electronic file).

#### **2.6.3.2 Soil Cement Base**

The CONSULTANT shall perform density testing every three-hundred (300) feet, or as directed by the COUNTY.

#### **2.6.3.2.1 Deliverables**

- Daily (field) reports shall be submitted to the COUNTY'S field inspector.
- Reports shall identify the failures (if any) and provide a recommendation.
- Signed and sealed Compressive Strength report shall be submitted within 10, 17, and 31 calendar days of the testing event (i.e. within three calendar days after each scheduled break) (four paper copies and one PDF electronic file).
- Signed and sealed Soil Cement Density report shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).

#### **2.6.3.3 Pavement Structural Course**

The CONSULTANT shall perform one 6" diameter core for every five-hundred (500) feet per lane width of pavement placed per day to determine thickness and density, or as directed by the COUNTY. The locations of the cores shall be staggered left and right of the centerline of the roadway, or as directed by the COUNTY.

The minimum density requirements are 92% of the design unit weight with no test lower than 90.8% or higher than 95%, or as specified in the contract documents for that specific project.

The CONSULTANT shall be present at the asphalt plant to provide the necessary and required asphalt testing. The CONSULTANT shall perform the required and necessary tests on the asphalt production to ensure compliance with the construction plans, approved mix design, specifications and all other applicable standards.

#### **2.6.3.3.1 Deliverables**

- Daily (field) reports shall be submitted to the COUNTY'S field inspector.
- Reports shall identify the failures (if any) and provide a recommendation.
- Provide daily FDOT Asphalt Plant worksheet (four paper copies).
- Signed and sealed Asphalt and Core report including density and depth checks shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).
- Signed and sealed Asphalt Extraction/Gradation report shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).

#### **2.6.3.4 Friction Course**

The CONSULTANT shall be present at the asphalt plant to provide the necessary and required asphalt testing. The CONSULTANT shall perform the required and necessary tests on the asphalt production to ensure compliance with the construction plans, approved mix design, specifications and all other applicable standards.

The CONSULTANT shall perform testing without coring the friction course every five-hundred (500) feet per lane width of pavement placed per day to determine density, or as directed by the COUNTY. The locations of the cores shall be staggered left and right of the centerline of the roadway, or as directed by the COUNTY.

The CONSULTANT shall perform straight edge testing in accordance with FDOT's and the COUNTY'S standards and criteria.

##### **2.6.3.4.1 Deliverables**

- Daily (field) reports shall be submitted to the COUNTY'S field inspector.
- Reports shall identify the failures (if any) and provide a recommendation.
- Provide daily FDOT Asphalt Plant worksheet (four paper copies).
- Signed and sealed density report shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).
- Signed and sealed Straight Edge report shall be submitted within three calendar days of the testing event (four paper copies and one PDF electronic file).
- Reports shall identify the deficiencies (if any) and provide a recommendation.

#### **2.6.4 Concrete**

##### **2.6.4.1 Non Structural Concrete**

The CONSULTANT shall perform adequate compressive strength testing as directed by the COUNTY.

##### **2.6.4.1.1 Deliverables**

- Signed and sealed Compressive Strength report shall be submitted within 10, 17, and 31 calendar days of the testing event (i.e. within three calendar days after each scheduled break) (four paper copies and one PDF electronic file).
- Reports shall identify the failures (if any) and provide a recommendation.

##### **2.6.4.2 Structural Concrete**

The CONSULTANT shall perform plastic concrete sampling and testing in accordance with applicable FDOT Standard Specifications for Road and Bridge Construction and cast a set of four quality control cylinders for every fifty (50) cubic yards or one (1) day's production, whichever is less. Additionally, the CONSULTANT shall perform structural concrete evaluations: including, but not limited to calculation and evaluation of form removal, release strength and member handling of cast-in-place or pre-cast concrete structures; evaluation of cracks and determination of structural adequacy; evaluation of structural concrete repair proposals; development and review of mass concrete temperature control plans and evaluation of mass concrete temperature problems.

The CONSULTANT shall be present at the concrete precast drainage structures and concrete pipe manufacturing plant to provide the following tasks:

- The CONSULTANT shall verify and obtain records to ensure that the concrete precast drainage structures and concrete pipe manufacturers are in good standings and certified by FDOT.
- The CONSULTANT shall review the specifications, including mix design, for the concrete precast drainage structures and concrete pipe to ensure compliance with the requirements included in the latest edition of Sections 425 and 430 of the FDOT Standard Specifications for Road and Bridge Construction, respectively.
- The CONSULTANT shall conduct inspections of the concrete precast drainage structures and concrete pipe for all phases of work, including but not limited to, obtaining samples and ensuring material conformance to the approved Quality Control plan, pre-pour inspection, placement, and post-pour inspection.
- The CONSULTANT shall stamp all concrete pipe and precast drainage structures with a “plant approved” stamp or other stamp (as approved by the COUNTY) once the concrete precast drainage structures and concrete pipe have been inspected and deemed to pass inspection.

#### **2.6.4.2.1 Deliverables**

- Signed and sealed Compressive Strength report shall be submitted within 10, 17, and 31 calendar days of the testing event (i.e. within three calendar days after each scheduled break) (four paper copies and one PDF electronic file). The fourth break shall be held until written notification is provided by the COUNTY.
- Reports shall identify the failures (if any) and provide a recommendation.
- Provide daily report for the concrete precast drainage structures and concrete pipe (four paper copies).

#### **2.6.4.3 Drilled Shaft**

The CONSULTANT shall provide the following services in support of Drilled Shaft Construction:

- Drilled Shaft Installation Plan (DSIP) review.
- Provide CTQP Certified Drilled Shaft Inspector on site during the drilled shaft installation operations (excavation, stabilization, cleaning, steel insertion, and concrete placement, etc.).
- Shaft installation shall be documented using the following FDOT approved forms shown in the deliverables section (4.3.1).
- Document activities and note problems in the Daily Report of Construction. Verify the Drilled Shaft installation process is in accordance with the approved DSIP. The first production drilled shaft should be closely monitored and scrutinized to make sure the DSIP process is demonstrating satisfactory field performance. Any process or site condition issues (including different soils encountered, etc.) should be reported to the COUNTY.
- Perform required slurry testing, shaft bottom cleanliness checks; rebar inspections, and concrete testing.

- Obtain and review completed production logs to identify any potential problems in a timely manner (e-mail results of the review(s) to the COUNTY). Monitor concrete test results through final shaft acceptance process.
- Monitor cleaning and grouting of Cross Hole Sonic Logging tubes.
- Provide on-site Independent Assurance (IA) support, including review of inspector's performance and the drilled shaft installation process.
- Upon completion of the Drilled Shaft Installation, the CONSULTANT shall issue a signed and sealed Certification Letter indicating that the installed drilled shaft(s) met all applicable plan and specifications.

#### **2.6.4.3.1 Deliverables**

- Signed and sealed Drilled Shaft Summary report shall be submitted within seven calendar days of the testing event and shall include the items shown below (four paper copies and one PDF electronic file).
- Reports shall identify the failures (if any) and provide a recommendation.
- FDOT Drilled Shaft Log (Form 700-010-84, revised 03/2012) two days from the testing event (four paper copies).
- FDOT Drilled Shaft Concrete Placement Log (Form 700-010-89, most current edition) two days from the testing event (four paper copies).
- FDOT Drilled Shaft Reinforcement / Spacers / Log (Form 700-010-33, most current edition) two days from the testing event (four paper copies).
- FDOT Drilled Shaft Fluid / Slurry Testing Log (Form 700-010-34, most current edition) two days from the testing event (four paper copies).
- FDOT Drilled Shaft Construction and Pay Summary (Form 700-10-91, most current edition) two days from the testing event (four paper copies).
- FDOT IA Checklist for Drilled Shaft Inspection (most current edition) two days from the testing event (four paper copies).
- FDOT IA Checklist for Slurry Tester (latest edition) two days from the testing event (four paper copies).

#### **2.6.5 Ground/Surface Water Samples**

The CONSULTANT shall collect ground water samples at all necessary dewatering locations as directed by the COUNTY. The CONSULTANT shall request laboratory analysis for each sample by EPA Methods consistent with the detection limits specified in the appropriate FDEP National Pollutant Discharge Elimination System (NPDES) Generic Permit. The CONSULTANT shall sample in accordance with the latest version of the FDEP Standard Operating Procedures. Additional field samples and QC samples may be required due to the potential of false positives.

##### **2.6.5.1 Deliverables**

- Signed and sealed Ground/Surface Water report shall be submitted within thirty (30) calendar days of the testing event (four paper copies and one PDF electronic file).

### **SECTION 3: PERSONNEL**

**3.1 General Requirements.** The CONSULTANT shall provide qualified personnel necessary to effectively carry out his/her responsibilities under this scope of services.

**3.2 Personnel Qualifications.** The CONSULTANT shall provide competent personnel qualified by experience, education, and testing certifications held. Submit in writing to the

COUNTY the names of personnel proposed for assignment to this contract, including a detailed resume for each containing at a minimum: education, experience, and certifications.

Personnel identified in the CONSULTANT technical proposal shall be assigned as proposed and are committed to performing services under this contract. Staff that has been removed shall be replaced by the CONSULTANT within seven (7) calendar days. All personnel changes shall require approval from the COUNTY.

**3.3 Project Manager and Project Engineer.** The Project Manager and Project Engineer shall have a degree in Civil Engineering or equivalent, must be a Professional Engineer registered in the State of Florida. Additionally, he or she shall possess a minimum of four (4) years of construction engineering and inspection experience of a roadway and bridge project. A master's degree in Engineering may be substituted for one (1) year of engineering experience.

**3.4 Resident Compliance Officer/Project Administrator/Contract Administrator.** The Resident Compliance Officer/Project Administrator/Contract Administrator shall possess a High School diploma or equivalent and three (3) years of experience as a resident compliance officer on roadway construction projects.

**3.5. Clerical.** The clerical person shall possess a high school diploma or equivalent plus a minimum of two years of secretarial and/or clerical experience. Ability to type at a rate of thirty-five (35) correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical details.

## TABLE OF DELIVERABLES

### **2.6.2 Earthwork**

#### **Section 2.6.2.4**

<i>Daily (field) density reports (paper)</i>	<i>1 Copy</i>
<i>Density Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Density Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

### **2.6.3 Roadway**

#### **Section 2.6.3.1.1**

<i>Daily (field) density reports (paper)</i>	<i>1 Copy</i>
<i>Draft LBR Report (paper)</i>	<i>4 Copies</i>
<i>Draft LBR Report (PDF)</i>	<i>1 Copy</i>
<i>LBR Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>LBR Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

#### **Section 2.6.3.2.1**

<i>Daily (field) density reports (paper)</i>	<i>1 Copy</i>
<i>Compressive Strength Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Compressive Strength Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>
<i>Soil Cement Density Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Soil Cement Density Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

#### **Section 2.6.3.3.1**

<i>Daily (field) density reports (paper)</i>	<i>1 Copy</i>
<i>FDOT Asphalt Plant Worksheet (daily) (paper)</i>	<i>4 Copies</i>
<i>Asphalt &amp; Core Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Asphalt &amp; Core Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>
<i>Asphalt Extraction / Gradation (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Asphalt Extraction / Gradation (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

#### **Section 2.6.3.4.1**

<i>Daily (field) density reports (paper)</i>	<i>1 Copy</i>
<i>FDOT Asphalt Plant Worksheet (daily) (paper)</i>	<i>4 Copies</i>
<i>Density Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Density Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>
<i>Rolling Straight Edge Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Rolling Straight Edge Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

### **2.6.4 Concrete**

#### **Section 2.6.4.1.1**

<i>Compressive Strength Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Compressive Strength Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>

#### **Section 2.6.4.1.1**

<i>Compressive Strength Report (Signed &amp; Sealed) (paper)</i>	<i>4 Copies</i>
<i>Compressive Strength Report (Signed &amp; Sealed) (PDF)</i>	<i>1 Copy</i>



*Provide daily report for the concrete precast drainage structures and concrete pipe* 4 Copies

**Section 2.6.4.3.1**

*Drilled Shaft Summary Report (Signed & Sealed) (paper)* 4 Copies

*Drilled Shaft Summary Report (Signed & Sealed) (PDF)* 1 Copy

*Drilled Shaft Log (Form 700-010-84) (paper)* 4 Copies

*Drilled Shaft Concrete Placement Log (Form 700-010-89) (paper)* 4 Copies

*Drilled Shaft Reinforcement / Spacers / Log (Form 700-010-33) (paper)* 4 Copies

*Drilled Shaft Fluid / Slurry Testing Log (Form 700-010-34) (paper)* 4 Copies

*Drilled Shaft Construction and Pay Summary (Form 700-10-91) (paper)* 4 Copies

*FDOT IA Checklist for Drilled Shaft Inspection (paper)* 4 Copies

*FDOT IA Checklist for Slurry Tester (paper)* 4 Copies

**2.6.5 Ground/Surface Water Samples**

**Section 2.6.5.1**

*Ground/Surface Water Report (Signed & Sealed) (paper)* 4 Copies

*Ground/Surface Water Report (Signed & Sealed) (PDF)* 1 Copy

**END OF SCOPE OF WORK**

**CONTRACT**

**Y15-814**

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 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL

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 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL", 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:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

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.

- 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 Statutes, as set forth on the State of Florida Department of Transportation Travel Form 300-000-01 and Exhibit C, which is attached to this Contract.

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**

If the Consultant is prequalified with the Florida Department of Transportation, a copy of the Procurement Office's prequalification letter with the approved overhead rate should be included in the fee proposal. Audited overhead rates are not negotiated. The Consultant's actual approved overhead rate as reflected in the letter of approval or in the Professional Services Information System will be used. If the Consultant voluntarily proposes to use a lower overhead rate than the current audit in order to keep overall project costs competitive, the Department may accept the lower overhead. The use of a lower overhead rate will not be a requirement for contracting.

For contracts with fees less than \$250,000, the Department is authorized to contract with firms without an audited overhead rate. The Consultant may provide a self-certified overhead determination.

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 Project Engineer must be two separate individuals. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer 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.
- 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**

### **DISADVANTAGE BUSINESS ENTERPRISE:**

The County and the FDOT encourages DBE firms to compete for Department professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the FDOT has an overall 9.91% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, consultants should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link:



<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

#### **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**

**NOT APPLICABLE FOR THIS CONTRACT**

**XIX**  
**SERVICE-DISABLED VETERAN PARTICIPATION**

**NOT APPLICABLE FOR THIS CONTRACT**

**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.

**XXV**  
**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.

**XXVI**  
**DRUG FREE WORKPLACE**

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

**XXVII**  
**PERFORMANCE EVALUATION**

At the end of the Contract, the County will evaluate the Consultant's performance. The evaluation will become public record.

**XXVIII**  
**TERMS FOR FEDERAL AID CONTRACTS**

Terms for Federal Aid Contracts - Appendix I is hereby incorporated into the Contract.

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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)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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**ATTACHMENT I**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

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Professional Construction Engineering and  
Inspection (CEI) Services for Pine Hills Trail

# ATTACHMENT I

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

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

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  - 1. employ or retain, or agree to employ or retain, any firm or person, or
  - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

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Inspection (CEI) Services for Pine Hills Trail

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both criminal and civil.

P. The Consultant hereby certifies that it has not:

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

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



## **ATTACHMENT I**

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/).

### **DBE Reporting**

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

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

### **Bid Opportunity List**

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

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

## **ATTACHMENT I**

### **DBE/AA Plans**

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

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

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

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

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

**REQUEST FOR PROPOSALS**

**#Y15-814-CH**

**PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL**

**DUE 2:00 P.M. – November 5, 2015**

**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: _____		
<b><u>PRIME</u></b>				
<b>Role</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				
Project Engineer				
Project Construction Administrator				
Other Key Member (        )				
Other Key Member (        )				
<b><u>SUBCONSULTANT</u></b>				
<b>Role</b>	<b>Company Name and Address of Office Handling this Project</b>		<b>Projected % of Overall work on the entire project</b>	<b>Name of Individual Assigned to the Project</b>
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member (        )				
Other Key Member (        )				
Other Key Member (        )				

## **SIMILAR PROJECTS**

## **PROJECT MANAGER**

USING PAGES D1 – D3 only - List up to THREE (3) **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 the similar project description, wherein the proposed Project Manager, has performed as either the Project Manager or Project Engineer on one (1) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration** and as the Project Manager for the remaining two (2) similar projects, **for a substantial majority (at least 70%) of the project activities and duration 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: \_\_\_\_\_

1. Project Name:

Owner:

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

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

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

2. Project Name:

Owner:

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

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

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

3. Project Name:

Owner:

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

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:



## **SIMILAR PROJECTS**

### **PROJECT ENGINEER**

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 project engineer has performed as either the Project Manager or Project Engineer on one (1) of the similar projects listed for a substantial majority (at least 70%) of the project activities and duration and as the Project Engineer for the remaining two (2) similar projects, for a substantial majority (at least 70%) of the project activities and duration with your firm, or other firms.**

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 Project Engineer: \_\_\_\_\_

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

Construction Cost:  
Construction Completion Date:

Firm:  
Summary of Work:

Proposed Project Engineer: \_\_\_\_\_

2. Project Name:

Owner:

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

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

Proposed Project Engineer: \_\_\_\_\_

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

Construction Cost:  
Construction Completion Date:

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.

## 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: \_\_\_\_\_



*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 CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL**

Case or Bid No. **Y15-814 -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 CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL  
Case or Bid No. Y15-814 -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>			\$

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

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

**PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR PINE HILLS TRAIL  
Case or Bid No. Y15-814 -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 **Y15-814 -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 ( ) \_\_\_\_\_

*For Staff Use Only:*

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

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

Bid Number **Y15-814 -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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets of paper if necessary)



*For Staff Use Only:*

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

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

Bid Number **Y15-814 -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. Y15-814-CH, **PROFESSIONAL CONSTRUCTION ENGINEERING AND  
INSPECTION (CEI) SERVICES FOR PINE HILLS TRAIL**, 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 Y15-814-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:** \_\_\_\_\_

# 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. However:<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></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: 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.



**ATTACHMENT II**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

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

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

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

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**ATTACHMENT II**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST CERTIFICATION**  
**FOR CONSULTANT/CONTRACTOR**

375-030-50  
PROCUREMENT  
01/12

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

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

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): \_\_\_\_\_  
\_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_  
\_\_\_\_\_

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



## ATTACHMENT II

376-030-33  
PROCUREMENT  
10/01

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

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

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

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

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

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

# ATTACHMENT II

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER  
COVERED TRANSACTIONS  
FOR FEDERAL AID CONTRACTS**  
(Compliance with 49 CFR, Section 29.511)  
(Appendix B Certification]

375-030-32  
PROCUREMENT  
03/16

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

Name of Consultant:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, propose, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

Y15-814-CH

Professional Construction Engineering and  
Inspection (CEI) Services for Pine Hills Trail