

ISSUE DATE: JANUARY 30, 2015

NOTICE

REQUEST FOR PROPOSALS

FOR

**CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED
CONSTRUCTION PROJECTS
RFP # Y15-901-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 March 3, 2015, for CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION PROJECTS.**

A Pre-Proposal Conference will be held, **February 10, 2015, at 1:00 P.M.**, at the **Public Works Complex, 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.

NOTICE TO PROPOSERS

PREQUALIFIED PROPOSERS

All Proposers and their Subconsultant(s) 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.

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** by email: Carol.Hewitt@ocfl.net or by telephone at (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the black out period.**

RFP # Y15-901-CH
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EXHIBIT A SCOPE OF SERVICES

Attachment I – Terms for Federal Aid Contracts

CONTRACT

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

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
CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED
CONSTRUCTION PROJECTS
RFP # Y15-901-CH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION PROJECTS.

INSTRUCTIONS TO PROPOSERS:

1. 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, March 3, 2015, to:

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

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

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

A pre-proposal conference will be conducted on FEBRUARY 10, 2015, 1:00 P.M. at Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

2. The time and date for receipt of Proposals will be scrupulously 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 lateness of the Proposal.
3. **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).**
4. 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.

5. 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.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

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

6. 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.
7. 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.
8. 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.
9. 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.
10. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
11. Proposers must indicate on their Proposal envelope the following:
Request for Proposal Number Y15-901-CH
Date of Opening – March 3, 2015
Name of Proposer
Return Address of the Proposer
12. 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.
13. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, email address: Carol.Hewitt@ocfl.net or at 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.

14. 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.

15. Technical concerns/questions shall be submitted in writing, no later than 4:00 P.M. February 17, 2015, to:

Carol Hewitt, Senior Contract Administrator
Procurement Division
400 E. South Street, 2nd 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.

16. ORAL INTREPRETATIONS

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.

17. DRUG FREE WORKPLACE

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

18. 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.

19. 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.

20. **PREQUALIFIED PROPOSERS**

All Proposers and their Subconsultant(s) 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 project. 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 project on the following groups:

- 3.1 Minor Highway Design,
- 3.2 Major Highway Design,
- 4.1.1 Miscellaneous Structures,
- 4.1.2 Minor Bridge Design,
- 7.1 Signing, Pavement Marking and Channelization,
- 7.2 Lighting,
- 7.3 Signalization,
- 8.1 Control Surveying,
- 8.2 Design, Right of Way Construction Surveying,
- 8.3 Photogrammetric Mapping,
- 8.4 Right of way mapping,
- 9.1 Soil Exploration,
- 9.2 Geotechnical Classification Lab Testing

21. **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.

Date	Event
01/30/15	Advertisement Date
02/10/15	Non-Mandatory Pre-Proposal Meeting
02/17/15	Deadline for submission of written questions
03/03/15	Proposal Opening
04/08/15	Procurement Committee Meeting
05/05/15	Board Approval

TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.

3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non-responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

8. **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, ranked 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/LobbyingAtOrangeCounty.aspx>

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

12. ETHICS COMPLIANCE

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

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

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

b. Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation.

No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation.

Also, a listing of the most frequently asked questions concerning this form is attached for your information.

13. JOINT VENTURES

Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

14. State of Florida Department of Transportation Conflict of Interest Certification for Consultant/Contractor, Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

15. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

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

16. SUBCONSULTANTS

Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the DBE or Majority designation. 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.

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.

18. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the 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.

19. BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS

Not Applicable for this Request for Proposals.

20. BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS

Not Applicable for this Request for Proposals.

21. CONTRACT AWARD

Continuing Professional Services. The County reserves the right to award one or more contracts for this service if this action is determined to be in its best interest. It is anticipated two contracts will be awarded.

22. **KEY PERSONNEL:** The Project Manager and the Project Engineer may be the same individual currently employed by the Prime Consultant or two different individuals, both currently employed by the Prime Consultant. Both the Project Manager and the Project Engineer must be Professional Engineers registered in the State of Florida.

23. REFERENCE CHECKS

- a. 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 if they do not provide a written reference or to confirm a written reference. 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 performed by the prime consultant.
- b. For verification of the similar project references submitted on Forms D and E, written references may be provided in lieu of the County calling or emailing the references listed on Forms D and E as outlined in "a" above. Written references may be submitted for each similar project and must be submitted with the proposal.

When a **new** or **revised** written reference is submitted, the County will confirm it's validity by calling or emailing the contact person. Following acceptable confirmation, the appropriate division manager will sign and date the reference as "Confirmed". Confirmation means that the contact person agrees with the description of the project that has been submitted on the written reference. Confirmation does not mean that the proposed similar project has been accepted or given any score. The confirmed similar project documentation will be utilized at the Procurement Committee meeting during their evaluation of Forms D and E.

These confirmed written references will be maintained by the County for use on future proposals whenever the individual proposes that similar project.

In addition to the elements for this particular project, proposers are strongly urged to include all aspects of the project which might be elements on future projects. A partial list of elements based on the standard scope of engineering services for road projects is provided below.

Requirements for written references are:

Clearly state for every project:

Project Name

Project Owner

Reference name, address, phone number, fax number and email address

Project Manager: _____% of time involved in project

Project Engineer: _____% of time involved in project

Design or Consulting Firm:

Design or Consulting Fee:

Design or Consulting Completion Date: (month/year bid documents or final plans

were accepted)

Construction Cost or Construction Cost Estimate:

Performance was _____Satisfactory _____Unsatisfactory *Other_____

*Please explain:

Complete detailed physical description of similar project including items below as applicable and any additional items not listed as pertinent:

- Overall description of project with engineering detail (existing facility, new facility, lengths, lanes, typical section, alignments, etc.)
- Construction cost estimate & schedule, design schedule
- Utility coordination, utility adjustment plans, roadway lighting, landscaping
- Quality assurance/quality control
- Public involvement including newsletters, web pages and meetings
- Roadway design and plan preparation including design documentation and computations, maintenance of traffic plans
- Drainage design and analysis, calculations, pond design, floodplain compensation
- Permitting of all types from various regulatory agencies
- Bridges including hydraulics report, concept report, load rating, bridge number, foundation reports, bridge lengths, spans, etc.
- Retaining walls design, foundation reports Structural features such as box culverts, screen walls, overhead signs, traffic signal mast arms & trusses
- Design survey including survey control
- Environmental analysis, mitigation, threatened & endangered species work, hazardous materials & contamination evaluation
- Geotechnical exploration, soils reports, foundation reports, pond reports, groundwater quality testing & reports
- Erosion control, NPDES requirements
- Traffic signal design & plans, signing & pavement marking plans, signal interconnect plans
- Right-of-Way mapping, legal descriptions and sketches of description, title work analysis, minimization of right-of-way impacts
- Railroad crossings, design and coordination, Preparation of bid package including technical and special provisions

The written reference shall be a maximum of two (2) pages. It shall be signed by the owner's contact person. It shall be submitted with the proposal. If a written reference is not supplied for a similar project with the proposal, the contact person will be called and/or emailed to confirm the project per the process described in "a" above. The County reserves the right to contact the person issuing the written reference.

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)	20
Similar Projects Completed by the Proposed Project Engineer (Form E)	15
Skills and experience of the Project Team (Form F)	20
Volume of Work Previously Awarded by the County	15
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:

Projects for engineering design services that include, but are not limited to, intersection improvements, paving unpaved roads, sidewalks, bridge replacement or rehabilitation, culvert replacement or rehabilitation and roadway improvements successfully completed in the past fifteen (15) years not later than the due date for proposals in response to this Request for Proposals, where the Project Manager and Project Engineer were responsible for a substantial majority of the project activities and duration and contains the following elements:

1. Preparation of final construction plans.
2. Preparing and submitting permit packages to the appropriate governmental regulatory agency or agencies, **including obtaining permit approval or permit exemption.**
3. Utility coordination.
4. Preparation of a design survey.
5. Preparation of bid package (including bid/pay item schedule, special provisions, and technical specifications).
6. Preparation of drainage calculations.
7. Conduct a public information program.
8. Preparation of engineer's cost estimate.
9. Preparation of right-of-way surveys and maps.
10. Coordinating, preparing, submitting and obtaining permit approval for railroad crossing(s).
11. Preparation of bridge or major drainage structure plans.
12. Preparation of parcel sketches and legal descriptions.
13. Preparation of Geotechnical Services Report.
14. Environmental work related to establishing environmental jurisdictional boundaries.

Similar Project Scoring:

- Submit three (3) similar projects for the proposed Project Manager.
- Submit 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 half (1/2) point, each similar project submitted must contain the three mandatory project elements described above.
- To be considered for one (1) full point, each similar project submitted must contain the three mandatory elements **PLUS** four (4) additional elements described above.
- **Similar Projects not containing the mandatory elements shall receive zero points.**

Requirements of the Proposer:

The Project Manager and the Project Engineer may be two different individuals, both currently employed by the Prime Consultant, or may be the same individual currently employed by the Prime Consultant. Both the Project Manager and the Project Engineer must be professional engineers registered in the State of Florida.

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

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

Definitions:

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

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

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 calculations is the date set for receipt of proposal.

Volume of Work is calculated using the following formula:

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

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

Points will be awarded as follows:

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

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

29. ORAL PRESENTATIONS

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

30. PROCEDURES AFTER RECEIPT OF PROPOSALS

- A. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.
- B. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Procurement Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> Upon expiration of the period allowed for protests, the item will be scheduled for 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 any or all of 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. Billable hourly rates for the Consultant developed by multiplying the raw labor rates by the breakeven multiplier. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs.
- C. The profit or operating margin must be clearly indicated.
- D. Schedule of reimbursable/out-of-pocket charges and or direct expenses to be utilized during the term of the contract.
- E. 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.
- 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. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications on State of Florida Department of Transportation Travel Form 300-000-01.

32. SUPPORTING DOCUMENTS

The County shall require the selected Consultant to provide the following documentation to support the negotiated proposal:

- A. 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.
- B. 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.
- 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
(Project Limits)
(Approximate Length)

Continuing Professional Final Engineering Design Services

The Consultant shall provide engineering design and construction plan preparation for each task authorized. The Consultant shall perform those engineering services required to prepare a complete set of contract documents (plans and specifications).

The projects incorporated under this Continuing Professional Services Contract may include, but are not limited to, design, permitting, construction plan preparation, and post design services. The following is a list of representative types of projects that may be assigned. The list is not all inclusive.

- Paving Unpaved Roads
- Roadside and Basin Wide Drainage Collection, Treatment and Disposal Systems
- Environmental Analysis, Evaluation, Permitting and Investigation, as it pertains to permitting
- Drainage Structures
- Sidewalks
- Bridge Replacement or Rehabilitation
- Culvert Replacement or Rehabilitation
- Guardrails
- Intersection Improvements
- Roadway Improvements
- Construction Plan Review
- Groundwater testing/NPDES

The project's specific services will be identified and negotiated with each new task authorization. Consultant man-hours will also be negotiated with each task authorization.

The Consultant's Engineer-of-Record shall sign and seal a certification on the plans stating that the design has been prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation (FDOT) Roadway Plans Preparation Manual and the Florida Department of Transportation Roadway and Traffic Design Standards latest English Units edition in effect at the time of the Notice to Proceed, as modified herein. These criteria shall be applied to state and off system roads. The Consultant shall utilize 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 ten primary categories:

1. Administration
2. Public Information
3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering
6. Design Surveys
7. Geotechnical Services
8. Railroad Coordination
9. Post Design Services

A detailed scope of services shall be developed for each task authorization to address the specific work required under each category. The following is representative of the general format and nature of the scopes of services that will be necessary for each task authorization. It is understood that individual task authorizations could require significant deviations from this representative scope of work.

The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within ____ days (inclusive of four-week review periods by County for review of progress submittals) upon written Notice to Proceed from the COUNTY.

1.0 Administration

1.1 Notice to Proceed Meeting

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

1.2 Project Meetings

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

1.3 Project Management and Supervisions

Project Management and Supervision shall be included as a percentage of manhours for each primary categories listed above except for Administration and Post Design Services

1.4 Final Design Project Schedule

The Consultant shall prepare and submit a detailed project schedule prior to the Notice to Proceed Meeting for completion of final design and plans preparation identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County

Standard Roadway Project Schedule format on MS Project. The Consultant shall submit an updated design project schedule as directed by the Orange County Project Manager. Project Design Schedules shall only be updated by an amendment to the contract

1.5 Cost Estimates and Construction Schedule

The Consultant shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 60%, 90%, and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

Note: If no bid is within +/- 10 % of the Engineer's estimate, the Consultant will prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report will include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County.

1.6 Utility Coordination

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 30%, 60%, 90%, 100% and final review stages to the utilities for review, confirmation of utility location and relocation purposes. The development of the roadway plans shall incorporate and consider the input provided by each utility.

The Consultant shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal Consultant shall provide a list of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. Consultant shall also provide a summary of the response received from each Utility.

The Consultant shall conduct timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall hold utility coordination meetings at Orange County Public Works at 60%, 90% and at 100% plans as necessary, and shall furnish the most recent project schedule to the utility companies. The Consultant shall prepare and distribute the meeting minutes following each of these meetings.

The Consultant shall resolve all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed roadway improvements.

The consultant shall be responsible to coordinate with utility companies to identify any unrecorded or prescriptive easements. Said information shall be communicated to Orange County appraisal/right-of-way acquisition staff.

1.7 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 their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

1.8 Deliverables

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

- Final design project Schedule
- Construction Time Estimate
- Cost Estimate

1.9 Pay Item

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

- Administration

2.0 Public Information

The purpose of the public information element is to keep the community advised of the project status. Therefore, the Consultant will conduct the following public information activities throughout the project.

2.1 Small Group Meetings

The Consultant shall be available to conduct up to _____ (__) meetings with organizations interested in the final design. These meetings/presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations. The Consultant will be responsible for all presentation and handout materials, as identified in the Table of Deliverables.

2.2 Newsletters

The Consultant shall prepare and distribute project newsletters at the following three (3) milestones during the design:

1. Within two weeks of the Notice to Proceed
2. At the start of the right-of-way acquisition process
3. When the project is advertised for bids

The newsletters shall be printed in black and white on 8 ½ inch X 11 inch sheets in a format acceptable to the County. Sufficient copies of each edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing. The newsletters will be sent to each entry included in the data base mailing list. Newsletters shall be mailed as First Class mail. Those newsletters not mailed will be distributed as needed through small group meetings and workshops. The Project Manager, the Chief Engineer of the Engineering Design Section and the Manager of the Transportation Planning Division must approve all final newsletter proofs prior to final printing.

2.3 Web Page Update / Maintenance

The Consultant shall provide updated information for the Orange County website during the design phase of the project. The information shall be provided to Orange County within three (3) weeks of the Notice to Proceed being issued to the Consultant, and shall be

installed on the Orange County web page by Orange County staff. The information shall be in Microsoft word or PDF format. The information shall be consistent with the county template.

The Consultant shall provide updated information as necessary throughout the design process, but at a minimum concurrently with the issuance of project newsletters. The web site file shall also be updated to reflect the results of the bid process and at the issuance of the Notice to Proceed to the Contractor.

2.4 Mailing List

The County shall provide the Consultant with a current mailing list of property owners and their addresses. The list shall contain all homeowners/property owners located within a corridor as determined by the County. The County shall provide the Consultant with an updated list of homeowners/property owners prior to the mailing of each newsletter. The Consultant shall update the mailing list with the information provided by the County prior to mailing the newsletters. The Consultant shall also expand the initial mailing list throughout the duration of the project to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

2.5 Deliverables

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

- Small group meeting presentations materials and handouts
- Newsletters
- Initial web site information and periodic updates

2.6 Pay Item

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

- Public Involvement

3.0 Design and Plans Preparation

The Consultant shall prepare the Final Roadway Plans Package. This work effort includes the roadway design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and for Orange County to ensure the project is built as designed and to specifications. The Consultant shall provide 30%, 60%, 90% and 100% progress review submittals, in both full size (22 inches x 34 inches) and half size (11 inches x 17 inches) formats. All text shall be clear and legible on both the full size and half size plans. Full size and half size plans shall identify the scale of the drawing in both numerical and graphic formats. All references to scale hereafter refer to the scale on the full size (22 inches x 34 inches) format. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist.

A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager certifying that the submittal completely addresses the

required items as listed on the check list. Each review submittal shall include documentation of the internal Quality Assurance and Quality Control review conducted by the Consultant. The Consultant shall complete designs required for all aspects of the project as specifically described herein.

Final bid documents shall be submitted in both hard copy, as specified elsewhere herein, and electronic format in accordance with the standards established by the Orange County Purchasing and Contracts Division.

3.1 Roadway Design

The Consultant shall complete all design analysis, studies, and geotechnical investigations as required to complete the roadway design of the project. This effort shall include, but not be limited to the following areas.

3.1.1 Design Analysis

The Consultant shall design the geometrics for the project using the design standards that are most appropriate, with the proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, to be consistent with the alignment and typical sections, the type of construction and other design parameters. The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, borders, side slopes and ditches, lane transitions, superelevation, features of intersections and interchanges, and limited access points. The geometric design developed by the Consultant shall be the engineering solution to a given problem and not merely an adherence to minimum County, ASHTO and/or FDOT standards.

The Consultant shall prepare a Typical Section Package that shall include information sufficient for the County to approve overall elements of the roadway improvements related to the typical section. Significant variations along a corridor, or multiple affected roadways, may require multiple typical sections. Information to be included in the typical section package shall include the following elements with dimensions as appropriate: lanes, medians, profile grade point(s), cross-slopes (all elements as appropriate), curb type, shoulders, sidewalk placement relative to curb (or edge of pavement), centerline of construction, right of way, easements, clearing and grubbing limits, and side slopes or retaining walls as appropriate. Other elements to be provided in the package include: type of (but not necessarily thickness of) subgrade stabilization, base course, structural course and friction course (for concrete pavement the concrete is shown in lieu of the latter two items); design speed, recommended posted speed, and traffic volumes (opening and design year).

The Consultant shall then prepare a Typical Section Package addressing the proposed section(s) for the mainline (including bridges if applicable) as well as all side streets. The Consultant shall also prepare a Roadway Design Criteria Package utilizing the basic design parameters. This criteria package shall

address such items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment, Vertical Alignment, Cross Section elements, MOT concept etc. The Typical Section and Roadway Design Packages shall be submitted to the County for review and approval prior to commencing any work for the 30% design and plans packages.

The Consultant shall prepare a Pavement Design Package in accordance with FDOT's Flexible Pavement Design Manual. The Consultant shall determine the twenty-year Equivalent Single-Axle Loads based on traffic counts and projections, including truck traffic. The Consultant shall review the traffic data provided by the Roadway Conceptual Analysis and shall obtain additional data as necessary to support the pavement design. The Consultant shall also determine the pavement structural number necessary to withstand the projected traffic loads. The pavement design shall include calculation of the thickness of each layer of the pavement structure based on the appropriate layer structural coefficients. The Consultant shall utilize Superpave (SP) Asphalt Concrete or Type S Asphalt Concrete as directed by the County. For designs using Superpave Asphalt Concrete, Consultant shall determine the type of asphalt binder, traffic level, and nominal maximum aggregate size for each pavement layer, and shall show this information on the typical sections. All Superpave Asphalt designs shall specify that fine graded mixes shall be used. Soils and traffic loading data used as input for the design shall be included in the package. The Pavement Design Package shall be submitted to the County for review and approval with the 30% Plans Package.

3.1.2 Roadway Design Documentation and Computation Book

The Consultant shall submit all design notes; design calculations and computations in book form to document the decisions and conclusions reached during the development of the construction plans. The Consultant shall also submit a quantity computation book that provides a breakdown of the quantity calculations and pay items necessary to construct the project.

3.2 Drainage Design

The Consultant shall finalize the design of the drainage and stormwater management systems. The Consultant shall verify the number and location of pond sites needed to appropriately meet the needs of the project.

3.2.1 Drainage Analysis

The Consultant shall finalize the drainage design for the project including underdrain as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final drainage design shall consider and address property impacts in accordance with section 5.4 of this scope of work.

3.2.2 Design Documentation and Drainage Calculations

The Consultant shall submit a Drainage Design Documentation Report containing all design notes and computations to document the decisions and conclusions reached during the development of the stormwater management systems including geotechnical investigations and reports. The Consultant shall

also submit signed and sealed drainage calculations for the project.

3.2.3 Bridge Hydraulics Report (BHR)

The Consultant shall prepare a Bridge Hydraulics Report (BHR) for all bridges crossing over a water body including bridge and box culvert widening and replacement. This report shall address hydrology, Hydraulics, deck drainage and scour. The outcome of the scour analysis shall be reflected in the Bridge Hydraulics Recommendation Sheet discussed in detail under section 3.4.27.3 of this scope.

3.3 Structural Design

3.3.1 Bridge Concept Report (BCR)

The Consultant shall prepare and evaluate design alternatives for all bridge structures. The Consultant shall provide the County with acceptable justification for Consultant's selection of superstructure, substructure and retaining wall types from the list below. Selection of viable alternatives shall be site specific and agreed upon by the County. Consultant shall coordinate with all utilities to ensure alternatives accommodate all affected existing and proposed utilities.

3.3.1.1 Superstructure Alternatives

The Consultant shall evaluate at a minimum two separate superstructure types for possible development during final design. Whenever span configurations allow, a concrete and a steel alternative shall be evaluated. Each superstructure type shall be developed to the point of beam size selection and spacing to allow for a constructability and cost analysis to be performed.

3.3.1.2 Static System Alternatives

The Consultant shall evaluate multiple span arrangements and configurations to determine feasibility of each system with regards to substructure requirements and placement, superstructure depths and profile requirements, and possible right of way and traffic impacts.

3.3.1.3 Substructure Foundation Alternatives

The Consultant shall evaluate at a minimum two separate substructure types for possible development during final design. Whenever soil conditions allow, a shallow and a deep alternative shall be evaluated. Each substructure type shall be developed to the point of pile and/or footing size selection and spacing to allow for a constructability and cost analysis to be performed.

3.3.1.4 Retaining Wall Alternatives

The Consultant shall evaluate the potential utilization of conventional (non-proprietary) walls and proprietary wall systems. Cost analysis and recommended foundation designs for the evaluated systems shall be prepared and submitted to the County for review and selection of the wall system(s) to be implemented in the final design.

3.3.2 Bridge Design

3.3.2.1.1 Bridge Geometrics

Bridge geometrics shall be developed in accordance with the roadway design

3.3.2.2 Structure Design Analysis

The bridge design shall include all components of the structure as well as the approach slabs and erosion protection for bridge approaches and embankments. The Consultant shall submit to the County all reports and design calculations prepared during the development of the plans. The design calculations submitted shall adequately address the complete design of all bridge components and retaining walls. These calculations shall be neatly and logically presented on 8-1/2" X 11" paper (where possible) and shall be signed and sealed by a Florida registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. These structure design calculations shall include, but not be limited to the following:

Superstructure design, pile capacity computations (vertical and horizontal), end bent design, intermediate bent design, pier design, pre-stressed concrete beam design, steel beam design, geometric data, quantities and tabulation, cost estimates and quantity computation book backup.

3.3.2.3 Load Rating

The Consultant shall complete a bridge load rating for inventory and operating conditions for design and Florida Legal Load configurations.

3.3.2.4 Bridge Number Identification

The Consultant shall complete a Bridge Number Request form and submit it to the FDOT District 5 Structures and Facilities Engineer for processing. The resulting Bridge Identification Number(s) shall be included in the Structures Plan package.

3.3.3 Retaining Wall Design

The Consultant shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. The Consultant shall also determine appropriate Proprietary Wall types from the FDOT proprietary wall standards to the extent necessary to finalize the wall plans as described herein for proprietary wall systems. Retaining walls are anticipated at the following locations:

At the County's option, the Consultant shall obtain project specific retaining wall drawings from proprietary wall companies and incorporate these drawings into the contract document.

[Add locations here]

3.3.4 Critical Temporary Retaining Wall Design

A critical temporary retaining wall is defined as a wall required during the construction stage only to protect existing facilities during excavation operations, when other construction methods such as benching or sloping are not practical. These walls may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging, or other similar systems are commonly used. In such cases, the Consultant is responsible for designing and detailing the wall in the set of contract plans.

Critical temporary retaining walls are anticipated to be required at the following locations:

[Add locations here]

3.3.5 Miscellaneous Highway Related Structures

The Consultant shall design miscellaneous Highway Related Structures. This work effort includes the design analysis and associated plan preparation needed to prepare a complete set of contract plans and other necessary documents pursuant to the County criteria and the FDOT Plans Preparation Manuals.

- 3.3.5.1 Box Culverts – The Consultant shall provide the structural design for all box culverts (new and/or existing). Existing box culverts that are hydraulically adequate shall be structurally evaluated to determine whether it is appropriate to extend or replace the structure. Applicable FDOT Box Culvert standards shall be evaluated and incorporated to the extent possible.

Box culverts are anticipated at the following locations:

[Add locations here]

- 3.3.5.2 Overhead Sign Structures – The Consultant shall provide the design of sign structures for overhead cantilever and overhead truss sign assemblies and the associated foundation design. Applicable FDOT Overhead Sign Structure standards shall be evaluated and incorporated to the extent possible.

Overhead Sign Structures are anticipated at the following locations:

[Add locations here]

- 3.3.5.3 Traffic Mast Arms/Mono Tubes/Trusses – The Consultant shall provide the design of traffic mast arms/mono tube/trusses and the associated foundation design for

signalized intersections. Applicable FDOT Standard pole and arm configurations shall be evaluated and incorporated to the extent possible.

Mast Arms/Mono Tube/ Trusses are anticipated at the following locations:

[Add locations here]

3.4 Roadway Construction Plans

The Consultant shall prepare final construction plan sheets, notes and details to include, all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

1. Cover Sheet
2. General Notes
3. Standard Drawings and Details
4. Summary of Pay Items
5. Drainage Map
6. Typical Sections
7. Summary of Quantities
8. Summary of Drainage Structures
9. Survey Control Sheets
10. Plan and Profile Sheets
11. Intersection Details
12. Drainage Structure Cross Section
13. Box Culvert Plans
14. Pond Details and Cross Sections
15. Flood Plain Compensation Area Details
16. Wetland Mitigation Details
17. Geotechnical Soil Survey
18. Cross Sections
19. Erosion Control Plans
20. Miscellaneous Details
21. Screen Wall Plans
22. Maintenance of Traffic Plans
23. Utility Adjustment Plans
24. Signing and Pavement Marking Plans
25. Signalization Plans
26. Landscape Plans
27. Structure Plans

3.4.1 Cover Sheet

The County will provide a standard County cover sheet in AutoCAD format to the Consultant. The Consultant shall complete the cover sheet with the information applicable to the project.

3.4.2 General Notes

The County shall provide a standard general notes sheet in AutoCAD format to

the Consultant. The Consultant shall review and modify the general notes as required for this project.

3.4.3 Standard Drawings and Details

The Consultant shall include standard drawings and details as required for this project, including:

1. Supplementary details shall be provided for superelevation transitions. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
2. Details for all non-standard structures not covered elsewhere.
3. Standard details provided by Orange County, e.g., driveways, man hole rim and cover, etc.

3.4.4 Summary of Pay Items

The Consultant shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans.

3.4.5 Drainage Map

Drainage maps shall be developed at 1" = _____ (200)' scale on current black and white aerial photography provided by the Consultant for the entire length of the project. Ponds should be shown in their entirety.

3.4.6 Typical Sections

Upon approval of the Typical Section Package, the Consultant shall prepare the typical section sheets including the mainline, bridges (if applicable) and side streets with all applicable details added to the sections. These sheets shall also include other miscellaneous details necessary to construct the project. The details shall include but are not limited to milling and resurfacing, non-standard superelevation transitions, etc.

3.4.7 Summary of Quantities

The Consultant shall prepare a summary of quantities sheet in accordance with FDOT Basis of Estimates Manual showing individual summaries including but not limited to guardrail, fence, turnouts, sodding, ditch pavement, side drains, underdrains, and earthwork.

3.4.8 Summary of Drainage Structures

The Consultant shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

3.4.9 Survey Control Sheets

See Section 6.3.

3.4.10 Plan and Profile Sheets

The plan and profile sheets shall be developed for (street names) _____, _____, _____, and _____, and conform to the following requirements:

1. Plan and profile sheets shall be prepared at a scale of 1"=20' horizontal and 1"=2' vertical, and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
4. Locations, dimensions and types of existing and proposed driveways shall be shown.
5. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
6. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
7. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
8. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.
9. Existing and proposed elevations shall be shown on the profile at even hundred foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
10. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:
 1. Curve Number
 2. P.I. Station
 3. Delta in degrees, minutes and seconds
 4. Degree of Curve
 5. Tangent length
 6. Arc length
 7. Radius
 8. P.C. Station

- 9. P.T. Station
- 10. Superelevation rate

- 11. Percent of slope for profile grade lines, ditch flow lines, and all drainage pipes where not shown on the drainage details.
- 12. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignment.
- 13. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
- 14. No separate profile sheets will be allowed unless approved by the County.
- 15. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.
- 16. Submittal of 60% construction plans and 90% right-of-way maps shall only show the centerline of construction. Baseline of survey shall not be shown. All locations and offsets shall be based on centerline of construction.

3.4.11 Intersection Details

The Consultant shall prepare intersection detail sheets for the intersections of (street names) _____ and _____, _____, _____, _____, _____. Intersection sheets shall show all necessary details and geometric controls/access management features, including, turn lanes, special drainage and grading. Intersection details shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

3.4.12 Drainage Structure Cross Sections

The Consultant shall prepare drainage structure cross sections for all pipes crossing under the roadway. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes and similar data.

3.4.13 Box Culverts (If Required)

Details shall be provided for box culverts showing all dimensions, critical elevations and all reinforcing steel. Major box culverts may be included in the bridge plans portion of the construction plans.

3.4.14 Pond Details and Cross Sections

Pond detail sheets shall be provided showing a plan view of each pond at a scale acceptable to the County. Typical sections of each pond shall be shown for at least two axes of the pond. Each pond shall have cross sections to accurately depict the pond configuration. Details shall be provided for all control structures. Boring locations shall be shown on the plan view and soil

boring logs shall be plotted on the pond cross sections.

3.4.15 Flood Plain Compensation Area Details and Cross Sections

Detail sheets shall be provided showing a plan view of each flood plain compensation area at a scale acceptable to the County. Typical sections of each area shall be shown for at least two axes of the area. Each flood plain compensation area shall have cross sections to accurately depict the compensation area configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the cross sections.

3.4.16 Environmental Consideration Plans

The consultant shall develop Environmental Consideration Plans, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the plans are to depict wetland and upland buffer locations and impacts. The plans shall provide, at a minimum, wetland and upland buffer locations, impact areas, limits of construction, and limits of the project. The objective of the plans are to provide unencumbered details of wetland and buffer impacts including remaining wetland and upland buffers that would be preserved throughout construction.

3.4.16.1 Mitigation Plans

Once a mitigation plan has been reviewed and approved by the County, the Consultant shall be responsible for coordinating the proposed mitigation plan with the environmental agencies and for preparing the wetland mitigation plan to be included as a part of the Environmental Resource Permit application and to be included in the final construction documents.

Wetland mitigation area detail sheets shall be provided showing a plan view of each mitigation area at a scale acceptable to the County. Typical sections of each mitigation area shall be shown for at least two axes of each mitigation area. Planting zones shall be shown and dimensioned on the plan view with elevations shown on both the plan view and the cross sections. Each wetland mitigation area shall have cross sections to accurately depict the configuration of the mitigation area suitable for construction purposes. Plantings shall be listed in a table giving the common and scientific name of each species, the size of the plantings, and the number of each size of each species to be planted in each zone. Planting details, as necessary, shall also be provided. Soil boring locations shall be plotted on the plan views. Soil boring logs shall be plotted on mitigation area cross-sections or other acceptable location.

3.4.17 Geotechnical Soil Survey

The Consultant shall prepare soil survey sheets, which depicts the various types of soils encountered within the project limits, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- Narrative description of each soil type with its engineering characteristics
- Supplemental soils investigations, such as muck probes

3.4.18 Cross Sections

Cross sections sheets shall include the following information at a minimum for roadways, lateral ditches, ponds, flood compensation areas and mitigation areas.

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown to the right each section.
4. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.
9. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
10. Cross sections shall be shown at intervals not exceeding 50 feet. Additional intermediate stations shall be shown as necessary to provide supplementary information at bridges, box culverts, intersections, side streets, railroads, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary to support right-of-way acquisition basis.
11. Cross section sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way line of the main project alignment.
12. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
13. Horizontal and vertical location of unsuitable soils.
14. The Consultant shall prepare driveway profiles for each driveway within the limits of construction, including side streets. Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Indexes

3.4.19 Erosion Control Plans

The Consultant shall develop Erosion Control details, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the erosion control plans are to prevent erosion where construction activities are occurring, prevent pollutants from mixing with storm water and prevent pollutants from being discharged by trapping them on-site. The construction documents shall provide for stormwater pollution prevention plan (SWPPP) and control to be paid for as a lump sum item.

3.4.20 Miscellaneous Details

Any details not included elsewhere in the plan set shall be shown here.

3.4.21 Screen Wall Plans

The Consultant shall evaluate the project relative to screen wall placement and/or replacement and make recommendations in accordance with the County’s “Screen Wall Policy.”

Areas that may require new walls include the following locations:

(List potential locations)
Any other locations identified in the Roadway Conceptual Analysis

The County will make the final determination if new walls will be included in the project. All new walls shall be placed within the public right-of-way, unless otherwise directed by the County.

Existing walls along the corridor which may require adjustment or replacement due to project impacts, include the following:

(List potential locations)
Any other locations identified in the Roadway Conceptual Analysis

The County shall provide an electronic copy of its standard wall detail sheet to the Consultant. The Consultant shall review, modify and supplement the County’s standard wall detail sheet as necessary to provide all necessary plans and details for all screen walls (new or adjusted) along the corridor. Consultant shall determine that the detail sheet and any necessary modifications meet all current standards and the requirements of the project. The consultant shall sign and seal the detail sheet. Plans shall include depiction of walls on plan and profile sheets and cross section sheets; notes on plan and profile sheets, general construction and foundation notes, structural details and wall finishing notes and details.

3.4.22 Maintenance of Traffic Plans

The Consultant shall prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. The maintenance of traffic plans shall include construction phasing of _____ (including side streets), ingress and egress to existing properties, temporary signing and

pavement markings, temporary signals, and detour routes. Additional sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling may be necessary to ensure implementation of the maintenance of traffic plan and will be provided by the Consultant. The plan sheets will be developed at 1" = ___' scale. The construction documents shall provide for Maintenance of Traffic to be paid for as a lump sum item.

3.4.23 Utility Adjustment Plans/Roadway Lighting Coordination

The Consultant shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be prepared based on information provided by the utility companies.

Consultant shall coordinate with the applicable power companies to arrange for a lighting design to be prepared in accordance with agreements between the County and the power companies. Consultant shall coordinate the design of the lighting (performed by the power company) with the design of the roadway improvements and landscaping. Consultant shall show the location of the street lights provided by the power company on the Utility Adjustment Plans.

3.4.24 Signing and Pavement Marking Plans

The Consultant shall prepare plan sheets at a scale of 1"=___' for the entire length of the project, including side streets, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s), summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

3.4.25 Signalization Plans

The Consultant shall prepare plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards. This project will involve _____ signals at _____, _____, _____ and _____, which shall be interconnected, with _____ to the (provide compass direction) and _____ to the (provide compass direction). The County will provide all available traffic data. The Consultant shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

3.4.26 Landscape Plans

Consultant shall provide landscape plans prepared by a registered Landscape Architect. The plans shall identify the location and type of plant materials to be

installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that will not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, and streetlight locations. The location of the streetlights shall also be shown on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s).

Design shall be based on a landscaping construction budget not to exceed \$75,000 per mile of total project length.

3.4.27 Structural Plans

The Consultant shall prepare plan sheets, notes and details to include all drawings referenced in the submittal checklist.

3.4.27.1 Bridge Structure Plans Package

Upon approval of the BCR, the Consultant shall prepare a Structure Plans Package for each bridge structure included in the project. This work includes the effort needed to prepare a complete set of Structure Plans pursuant to all applicable County criteria and the FDOT Plans Preparation Manuals. The structural concept shall represent the recommended structure type presented in the BCR as approved by the County.

3.4.27.2 Wall Control Drawings

3.4.27.2.1 The Consultant shall prepare control drawings for all permanent walls required. These drawings shall provide vertical and horizontal alignments, wall lengths, and details for any special features that need to be provided. Barriers, architectural treatments, etc., are considered to be special features.

3.4.27.2.2 For conventional wall designs, the Consultant shall prepare drawings and specifications needed to supplement the control drawings. Appropriate FDOT standard drawings may be used if applicable.

3.4.27.3 Bridge Hydraulic Recommendation Sheet

The Consultant shall furnish and complete the Bridge Hydraulics Recommendation Sheet for all bridges over water and applicable box culvert systems. For information on the preparation of this sheet, see the FDOT Drainage Manual, (March 2010). The Consultant is responsible for the design of erosion protection for bridge approaches and embankments.

3.4.27.4 Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.4.27.5 Critical Temporary Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Critical Temporary Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.4.27.6 Miscellaneous Highway Related Structures

This task includes the effort necessary for the preparation of a complete set of Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details for any miscellaneous highway related structures not covered elsewhere herein, including box culverts, overhead sign structures traffic signal mast arms, mono tubes and trusses. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.5 Progress Review Submittals

All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Section 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Review Submittal checklist incorporated herein by reference. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Submittal checklist. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 3.0 herein shall accompany each submittal.

The Consultant shall submit construction plans to the County for review at the 30%, 60%, 90%, 100% and final completion stages. The 30% roadway plans and the 30% bridge plans shall be separate submittals. A 60% bridge plan submittal is not required.

All County comments or questions on previous submittals, and any additional direction received from County must be addressed. Cost estimates are required per section 1.5.

3.6 Specifications

The Consultant shall provide a Schedule of Prices and complete set of Technical Provisions and Special Provisions to be included in the bid documents for the project. The Schedule of Prices, Technical and Special Provisions shall be provided in MS Word format, which meet County requirements, as well as in any other electronic format required in accordance with the standards established by the Orange County Purchasing and Contracts Division.

This contract is for use on FDOT projects under the Local Agency Program (LAP), the Consultant shall use the LAP Big 4 specifications:

- **Earthwork and Related Operations for LAP (Off-System) Section;**
- **Hot Mix Asphalt for LAP (Off-System) Section;**
- **Concrete for LAP (Off-System) Section 344;**
- **Landscaping Installation for LAP (Off-System) Section.**

The Consultant will be responsible for coordinating the approval of County Specifications for off system projects with FDOT. The Special Provisions shall clearly identify the responsible entity for each permit condition in each regulatory permit.

3.7 Electronic Design and Topography

The Consultant shall provide electronic Design and Topography files to the County in MicroStation DGN format and Autodesk DWG file format at each review submittal and as requested by the County. Orange County recommends using the MicroStation SAVEAS command available in MicroStation V8 software when converting DGN files to DWG file format.

3.8 Deliverables

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

- Drainage Design Documentation Report
- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate
- Bridge Concept Report
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Load Rating (Form or Report)
- Environmental Consideration Plans
- Mitigation Plans

3.9 Pay Items

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

- Drainage Design Documentation Report
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans

- Roadway Design Criteria, Typical Section and Pavement Design Packages
- 30%, 60%, 90%, 100% Construction Plans
- Bridge Concept Report
- Final Construction Plans
- Design Notes and Computations Book
- Quantity Computation Book
- Draft Technical and Special Provisions
- Final Technical and Special Provisions
- 30%, 60%, 90%, 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Load Rating (Form or Report)
- Environmental Consideration Plans
- Mitigation Plans

4.0 Permitting

The Consultant shall prepare all applications and other submittals and provide all environmental services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The County will pay for all permit application fees. The construction plans package shall not be considered complete until all required permits have been received.

4.1 Environmental Permitting

4.1.1 Agency Coordination

The Consultant shall coordinate the environmental permitting effort with the Orange County Project Manager and Public Works Environmental Supervisor. The Consultant shall notify the County Project Manager and Orange County Public Works Environmental Supervisor of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall submit meeting minutes and provide copies of all permit-related correspondence. In addition, the Consultant shall coordinate with County staff including but not limited to the Orange County Environmental Protection Division for any information, which may be relevant to the project design. This coordination shall take place prior to any regulatory meetings.

4.1.2 Agency Field Review

The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes

4.1.3 Wetland Mitigation

If wetland impacts cannot be avoided, the Consultant shall coordinate with the County and investigate mitigation alternatives including the following, as appropriate:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in regional offsite mitigation area (ROMA) and/or a private mitigation bank
- Creation/restoration/preservation on private or County owned lands

The Consultant shall coordinate with County personnel prior to approaching any environmental permitting or review agency. In the event that physical creation, restoration or preservation is the only feasible alternative to offset wetland impacts, the Consultant shall collect all of the data and information necessary to prepare alternative mitigation concepts. The alternative mitigation concepts may be presented to the permitting agencies and commenting agencies that are processing or reviewing a permit application for this project.

Prior to selection of a final mitigation site, the Consultant will provide as necessary and evaluate the following, in the development of alternative mitigation concepts:

- Wetland jurisdictional determination for each proposed site
- Preliminary geotechnical and survey data to substantiate each design alternative
- Construction and ROW cost estimations for each proposed site
- Contamination Screening Evaluation for each site
- Coordination of alternative sites with the County and affected environmental agencies

The Consultant shall prepare and submit a written Alternative Wetland Mitigation Concepts Report, listing potential sites with justifications for those recommended and non-recommended. The County shall review this report and make the final determination as to the recommended mitigation alternative.

4.1.4 Threatened and Endangered Species

The Consultant shall review the RCA to familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened, endangered or species of special concern) identified by the RCA.

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.

- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential affect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives, including but not limited to monitoring the species during construction or obtaining a permit to relocate the species.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species Survey and Management Plan which shall be performed 90 days prior to the start of construction

4.2 Other Permitting Agencies

The Consultant shall be responsible for obtaining all other permits required to construct the proposed improvements. These permits may include FDOT, OOCEA, SHPPO, FAA, GOAA, dewatering permits, etc. The Consultant is responsible for coordination with these agencies early on to confirm the permitting process and the agency's criteria. This shall also include preparation of all necessary documents to secure the permit.

4.3 Permit Preparation

The Consultant shall prepare and submit all necessary permits. Copies of all permit packages will be provided to the County for review and comment prior to submittal. It is anticipated that permit preparation shall include one or more Requests for Additional Information (RAI) from the permitting agencies. The Consultant shall prepare an N.P.D.E.S. Stormwater Pollution Prevention Plan, which will satisfy the requirements, at the time the permit application is submitted, of the FDEP. The Stormwater Pollution Prevention Plan shall be included in the Bid Documents.

4.4 Renewals and Extensions

Permit fee renewals and extensions, as necessary, shall be paid for under Post Design Services.

4.5 Additional Permit Requirements (Limiting Amount)

Consultant shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Sovereign/submerged lands leases/easements

4.5.1 Site Evaluation Report

The report shall include a search of all applicable databases to determine if a contaminated site is adjacent to the project, results from water and soil testing, and potential impacts to the project and a recommendation of how to handle any possible contamination that may effect the project.

The Consultant shall also perform the following:

- Install monitoring wells in accordance with all rules and regulations to test groundwater as required under the FDEP NPDES groundwater permitting requirements.
- Abandon all monitoring wells in accordance with all rules and regulations.
- Perform soil testing in accordance with all rules and regulations.

4.5.2 Gopher Tortoise Live Capture and Off-Site Relocation

The Consultant shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.

The Consultant shall perform the following:

- Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation of gopher tortoises.
- Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoise burrows and live capture gopher tortoises from the area proposed for development.
- Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees will be responsibility of the County.
- Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.

These services shall be paid for as a limiting amount.

4.6 Deliverables

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

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)
- Dewatering Permits
- Site Evaluation Report
- Gopher Tortoise Relocation After Action Report

4.7 Pay Items

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

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance
- Special Permit Documents (Survey) Limiting Amount
- Dewatering Permits
- Site Evaluation Report
- Gopher Tortoise Relocation After Action Report

5.0 Right-of-Way Engineering for Survey Projects

Right-of-Way Engineering services shall begin immediately upon issuance of the Notice to Proceed by the County, and shall be conducted on an expedited schedule. The County will provide the Consultant with title searches on each parcel identified on the Parcel Identification Map as furnished by the County. The title work will be provided to the Consultant at the Notice to Proceed meeting. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

The Consultant shall not deviate from the alignment and right-of-way limits per from the Scope of Services as provided by the County. Any deviations must be justified by the Consultant and approved by the Project Manager.

5.1 Right-of-Way Mapping

Consultant shall prepare right-of-way maps/miscellaneous surveys for the entire project area at a scale of 1" = 40' on half size (11 inches x 17 inches) or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall submit 30%, 60%, 90% and 100% progress review submittals of the right-of-way maps in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format as requested by the County.

Each submittal of right-of-way maps/miscellaneous surveys, legal descriptions and parcel sketches shall implement the information items listed in the appropriate Orange County Procedures for Right-of-Way Engineering checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager and the Surveyor of Record certifying that the submittal completely addresses the required items as listed on the checklist.

Prior to submittal of the 60% right-of-way maps, the baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the right-of-way maps/miscellaneous surveys and construction plans, if required.

Consultant shall update and modify legal descriptions and parcel sketches, right-of-way maps/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and litigation. After approval of the 100% right-of-way maps/miscellaneous surveys modifications shall be addressed in accordance with Section 5.5.

5.2 Parcels

5.2.1 Review of Title Work

The Consultant shall review the title work provided by the County, supplemental surveys and investigations performed by the Consultant and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the right-of-way maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right-of-way maps/miscellaneous surveys and parcel sketches.

5.2.2 Legal Descriptions and Parcel Sketches

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% right-of-way maps, if required.

If any parcels are added or modified prior to the 100% right-of-way map submittal, the Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the right-of-way maps showing the modifications. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Right-of-Way Map.

5.2.3 Parcel Staking for Appraisal

The Consultant shall have a licensed Professional Surveyor and Mapper stake the limits of acquisition on each parcel in preparation for appraisals. The timing and method of marking the acquisition limits shall be as directed by the Project Manager.

5.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement the field survey data obtained during the Roadway conceptual Analysis (RCA) and provided to the Consultant. All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross

section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Right-of-Way Map/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run and Final Right-of-Way Maps/miscellaneous surveys.

Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerlines of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final right-of-way maps/miscellaneous surveys.

5.4 Minimization of Compensable Impacts

The Consultant shall coordinate with Orange County Right of Way Acquisition Section as early as possible in the design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to acquisition (e.g., retaining walls instead of fill slope easements, closed drainage instead of ditch systems, etc.) to determine the most cost effective way to meet the project needs.

The Consultant shall perform the following services during this phase:

- Meet as necessary with the Orange County Right of Way Acquisition Section and property owners.
- Perform site inspections with the Orange County Right of Way Acquisition Section and property owners as may be necessary.
- Identify compensable impacts with the Orange County Right of Way Acquisition Section.
- Coordinate with the Orange County Right of Way Acquisition Section to identify cost effective ways to reduce compensable impacts.
- Consult with the Orange County Right of Way Acquisition Section as may be necessary during the design process with respect to right-of-way issues.

During this phase the Consultant and the County shall inspect affected properties in the field to determine the extent of compensable impacts on each

parcel, and whether such impacts can be reduced in a cost-effective manner. The Consultant shall at a minimum consider site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities impacted by the proposed improvements. This effort shall include meetings with property owners to obtain their input on the configuration of the proposed improvements in those cases where various options exist. The Consultant shall modify the design, where possible, to minimize the number and extent of such compensable impacts, and to accommodate the property owner preferences where appropriate.

The Consultant shall document the above-described investigations and their findings and recommendations. This work should occur early in the design process and prior to completion of 60% plans.

Consultant shall meet with all property owners where the proposed right-of-way exceeds the limits shown on the Right-of-Way Identification Maps prepared during Phase I.

5.5 Changes to Documents during Right-of-Way Acquisition

There shall be a limiting amount in this contract to cover work required due to right-of-way acquisition or other developments. This work shall include, but not limited to changes to construction plans (beyond the normal design process as agreed to by the County), right-of-way maps, legal descriptions and parcel sketches. It will also include staking parcels at the County's request (in addition to the parcel staking for appraisals), attendance at Order of Taking meetings and responding to questions posed by the County from property owners and property owners' representatives and experts. This work may be required at any time during the Right of Way Mapping contract at the request of the County. It will be billed on an hourly basis, as approved by the Project Manager. The limiting amount shall include hourly rates for the consultant and all applicable sub-consultants including, but not limited to, surveyor, drainage engineer and environmental staff.

5.6 Deliverables

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

- Right-of-Way Maps (30%,60%, 90%, 100%, and Final)/miscellaneous surveys
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.)
- Parcels staked for appraisal
- Updated/Modified documents during right-of-way acquisition

5.7 Pay Items

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

- Right-of-Way Maps (30%, 60%, 90%, 100%, and Final)/miscellaneous surveys.
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required).
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate Data Files, benchmarks, Etc.)
- Parcels staked for appraisal
- Changes to documents during right-of-way acquisition (Limiting Amount)
- Subsurface Utility Locations
- Boring Locations
- Recordation of Right-of-Way Maps with the Orange County Comptroller Office (Required, to be paid by Consultant)

6.0 Design Survey Services for Major Survey Projects

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys as necessary to support the design of the project. These surveys shall include, but not be limited to, horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support the design and permitting of the project.

Controlled aerial photography or other data collection methods may be used to collect topographic information as approved by the Project Manager. When aerial photography is used the Consultant shall provide all necessary control and shall document the setting of targets and collection of other control information as required above.

All such survey information will be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Construction Plans, if required. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with an electronic copy on a disk.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations.

6.1 Horizontal Control and Monumentation

Consultant shall monument the center line of construction at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to one hundred fifty (150) feet beyond the limits of the topographic survey. The center line of construction shall be referenced to permanent

monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than six hundred (600) feet apart. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and either shown graphically or in tabulation format on the Right of Way Maps/miscellaneous surveys and Survey Control Sheet(s).

6.2 Vertical Control and Monumentation

All vertical control shall be based on NAVD 1988 datum, and shall be established from at least two (2) Orange County benchmarks. Permanent benchmarks shall be set outside the limits of construction. The location of benchmarks shall be approximately 600 feet apart and coordinated with the design such that a minimum of two benchmarks are identified on each sheet of the construction plans. Features that may be moved/adjusted in the future (e.g., utility poles, fire hydrants, etc.) shall not be used for benchmarks. Preferred locations include, but not limited to concrete drop inlets, concrete curb inlets, concrete headwalls, etc. or other permanent structures as approved by the County Surveyor or his/her agent.

6.3 Survey Control Sheet(s)

Consultant shall prepare Survey Control Sheet(s) for inclusion in the Construction plans. The survey control sheet(s) shall identify and show the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Details shall be included as necessary to clarify the relationship of monumentation and project control lines. The survey control sheet(s) shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida, and shall conform to the requirements of Chapter 5J-17 of the Florida Administrative Code. The Survey Control Sheet(s) shall also include, but not limited to the following:

- The complete centerline alignment data, including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data will be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and shown on the Survey Control Sheet(s) either in tabular format or placed on the survey alignment.
- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).

- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

6.4 Vertical Data

Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1000 feet.

6.5 Pay Items

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design survey Computation Book
- Subsurface utility locations
- Boring locations

6.6 Deliverables

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design Survey Computation Book
- Subsurface utility locations
- Boring locations

7.0 Geotechnical Services

The Consultant shall be responsible for a complete geotechnical investigation. 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 Consultant shall be responsible for obtaining any permits needed to perform the work. The County will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

7.1 Data Collection

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

7.2 Roadway

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans are submitted.

7.2.1 A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every ____ feet. Borings shall be of sufficient depth to determine seasonal high water elevation and other critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.

Pavement cores shall be obtained in areas to be milled and resurfaced, and specifically at the following locations:

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7.2.2 The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional _____ borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

7.3 Stormwater Systems

The Consultant shall evaluate subsurface conditions in proposed stormwater systems.

For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet.

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Consultant shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

7.4 Structures

SPT borings shall be performed at bridge structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings for intermediate bents shall be no further apart than one every ___ feet. Borings shall be of sufficient depth to determine a bearing layer for pile foundations and are expected to be ___ feet deep. SPT borings shall be sampled on two-foot centers to 10 feet and at five-foot centers thereafter to the termination depth.

7.5 Special Geotechnical Investigations

This shall include box culverts, signals, overhead signs and retaining walls. A minimum of two SPT borings shall be performed to a depth of 30 feet at each box culvert location. Box culverts are anticipated at the locations listed in Section 3.3.5.1.

Borings shall also be drilled to a depth of 30 feet at the mast arm pole locations listed in Section 3.3.5.3.

SPT borings shall be performed 40 feet deep at each overhead cantilever or truss sign location. Overhead signs are anticipated at the locations listed in Section 3.3.5.2.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten feet and at five-foot centers thereafter to the termination depth. Retaining walls are anticipated at the locations listed in Section 3.3.3 and 3.3.4.

7.6 Contamination Evaluation

The Consultant shall determine the location and extent of soil and groundwater contamination within the project limits, and shall avoid or minimize impacts to contaminated areas to the extent possible.

7.6.1 Contamination Screening Evaluation Report Update(CSER)

The Contamination Screening Evaluation Report prepared during the Roadway Conceptual Analysis shall be updated as requested by the County. The update is intended to obtain and review the most current information about potential contamination impact sites identified in the Roadway Conceptual Analysis Contamination Screening Evaluation Report and to identify any new sites not identified in the original report. The methodology to be used to update the report shall be compatible to that used in the Roadway Conceptual Analysis.

7.6.2 Preliminary Contamination Assessment (PCA)

The Consultant shall perform Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the

Roadway Conceptual Analysis Contamination Screening Evaluation Report, the following sites shall be investigated:

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The Preliminary Contamination Assessment investigations shall be performed in such a manner as to detect the contaminants of concern identified in the Contamination Screening Evaluation Report. For petroleum-impacted sites, auger borings with Organic Vapor Analyzer soil screening shall be performed at locations where contamination is most likely. A laboratory shall test soil samples with high Organic Vapor Analyzer readings. Groundwater samples shall be obtained and analyzed for the contaminants of concern using testing protocols approved by the Florida Department of Environmental Protection. If appropriate, geophysical methods such as Ground Penetrating Radar or Magnetometer surveys shall be performed to look for unknown buried fuel storage tanks or other buried objects of concern such as sumps, pits, etc. All field and sampling activities shall conform to Florida Department of Environmental Protection requirements. A Florida Department of Health approved laboratory shall perform all laboratory analyses. Prior to drilling any borings or installing/obtaining groundwater samples, the location of underground utilities shall be determined and sampling locations cleared in accordance with local regulations.

The County shall assist the Consultant in obtaining access onto private property as necessary to conduct the Preliminary Contamination Assessments.

The approximate area of potential construction contamination impacts shall be crosshatched on the plan view of the roadway and labeled as "Approximate Limits of Potential Contamination Area." The following issues shall be addressed in the plans, details and/or specifications:

- Type of contamination.
- Specific Contractor responsibilities (dewatering, disposal of contaminated soils, etc).
- Special permitting requirements and constraints.

7.7 Geotechnical Reports

7.7.1 Roadway Soil Survey Report

The Consultant shall submit a preliminary Roadway Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e.,

- soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.
- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
 - Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
 - An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

7.7.2 Bridge Foundation Report

The Consultant shall submit preliminary and final Bridge Foundation Reports. The preliminary Bridge Foundation Report shall include the following:

- Copies of the U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, U.S.G.S., S.C.S., geologic and potentiometric data.
- Data interpretation and analysis including soil and rock classification, design groundwater level for structures, evaluation and selection of foundation alternatives such as spread footings, pre-stressed concrete piling, steel H and pipe piles and drilled shafts.
- Soil D_{50} values for scour calculations.
- Soil and/or water corrosion data for substructure environmental classification.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

The detailed analysis and basis for the selected foundation alternative shall include the following:

- For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Scour resistance and/or downdrag (negative skin friction) shall be calculated, if applicable.
- Provide the design soil profile(s), including the soil model/type of each layer and all soil-engineering properties required to run the FBPIer computer program. Review lateral analysis of the selected foundation for geotechnical compatibility.

- Bearing capacity for shallow foundations (including soil bearing capacity, minimum footing width, and minimum embedment depth) shall be given.
- The maximum driving resistance anticipated for pile foundations shall be estimated.
- Settlement analysis of foundation systems shall be provided.

In addition to the information included in the preliminary Bridge Foundation Report, the final Bridge Foundation Report shall include the following:

- A detailed analysis of the foundation system selected in the BCR, including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations.
- Special provisions required for construction that are not addressed in the FDOT Standard Specifications.

7.7.3 Miscellaneous Structure Foundation Report

The Consultant shall prepare a Miscellaneous Structure Foundation Report to cover traffic signal and sign supports, box culverts and walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

7.7.4 Updated Contamination Screening Report

The updated Contamination Screening Report shall identify all potential contamination impact sites and shall rank them with their risk potential. A discussion of the available information about the contamination issues at each

site shall be provided. Recommendations for further Preliminary Contamination Assessment evaluation shall be made. The report shall follow the format outlined in Chapter 22 of the FDOT Preliminary Design and Environment Manual.

7.7.5 Preliminary Contamination Assessment Report

The Preliminary Contamination Assessment Report shall fully describe the contamination concerns at each site, and shall discuss the sampling and testing methodologies used and the findings. The following information shall be presented in the report:

- Site location map on an aerial photo background
- Background information relative to known or suspect contamination issues (e.g., plume maps, groundwater flow direction maps, etc.)
- Sampling and testing locations map
- Sampling and testing results
- Conclusions relative to contamination impacts affecting the project, including potential costs during construction

7.7.6 National Pollution Discharge Elimination System (NPDES) Sampling and Evaluation (Limiting Amount)

The consultant shall perform all groundwater sampling in accordance with Florida Department of Environmental Protection's (FDEP) Standard Operating Procedures. The consultant shall also perform a database search for contaminated properties within 150 feet of the project area to determine if contaminated properties are adjacent to the site.

The consultant will install groundwater monitoring wells at an interval of approximately 1000' in the project area. The wells will be 1-inch diameter PVC, screened from 0 to 10 feet below land surface, 0.006-inch slotted screen, with a 30/45 sand pack. The wells will be left as stickups with no well vault. The groundwater samples will be collected at each of the installed wells for analysis by EPA Methods 8260 (benzene, naphthalene), 200.7 (cadmium, copper, lead, and zinc), 1631 (low-level mercury) and standard methods SM5310B (TOC) and SM3500B (hexavalent chromium) in accordance with the FDEP NPDES Generic Permit for the Discharge of Produced Ground Water from any non-Contaminated Site Activity. The laboratory analysis will be performed for all the groundwater samples from each well for analysis by EPA Method 1664 (TRPH), and the samples will be analyzed only if the TOC concentration is above 10 milligrams / liter (mg/L) in the respective well.

The consultant will return to the site and resample the monitoring wells for field filtration using 1 micron filters, if deemed necessary. The consultant will sample the wells in accordance with FDEP Standard Operating Procedure (SOP) 001/01, FS 8200 Clean Sampling for Ultra Trace Metals in Surface Waters. This SOP is a rigorous protocol to prevent contamination of the samples. In accordance with the SOP, the consultant will wear Tyvek suits, and utilize teflon tubing that is pre-cleaned using a 10% hydrochloric acid solution for 8 –

24 hours. Two people will sample each well using the “clean hands / dirty hands” method outlined in the FDEP Standard Operating Procedures.

The consultant will prepare the National Pollutant Discharge Elimination System (NPDES) Sampling and Evaluation Report for the project.

The monitoring wells will be abandoned per the directions received from the County.

7.8 Deliverables

- Roadway Soil Survey Report (Preliminary and Final)
- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report
- Preliminary Groundwater Testing Report
- Final Groundwater Testing Report

7.9 Pay Items

- Fieldwork, lab analysis and engineering
- Roadway Soil Survey Report (Preliminary and Final)
- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundations Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report
- Preliminary Groundwater Testing Report
- Final Groundwater Testing Report

8.0 Railroad Coordination

This project includes (expansion of an existing at-grade railroad crossing **or** (grade separated railroad crossing) **or** (a new railroad crossing) with the _____Railroad. The Consultant will be responsible for all coordination with the _____Railroad, including preparation of all documentation as necessary to secure the FDOT railroad crossing permit and/or Railroad agreements. The following activities may be necessary:

- Confirmation of railroad criteria as may affect the project.
- Coordinate signal interconnects with Railroad.
- Meetings and miscellaneous coordination with the _____Railroad and existing utilities within the railroad right-of-way.
- Preparation of studies as may be necessary to support the project design (at-grade crossing versus grade-separated, reference Florida Administrative Code Section 14-57).
- FDOT permit application preparation and follow-up as necessary where applicable.
- Inclusion of agreement conditions into plans, specifications and/or technical provisions.
- Pipeline and/or wireline crossing agreements.

Orange County shall execute permits and agreements and shall pay any fees associated therewith. It is anticipated the _____ Railroad will prepare the design of all facilities to be owned by the Railroad.

8.1 Deliverables

- FDOT permit application.

8.2 Pay Items

- FDOT permit application.
- Railroad coordination.

9.0 Post Design Services

9.1 Shop Drawing Review

The Consultant shall provide engineering services to complete a shop drawing review for bridge and structural component submittals.

9.2 Construction Administration

The Consultant shall provide engineering services during the construction of the project as requested by the County. The Consultant may be required to attend a Pre-Bid Construction Meeting and the Pre-Construction Conference.

9.3 Modification of Final Construction Plans

Consultant shall update and modify the final Construction Plans as may be necessary to reflect changes in proposed improvements identified after submittal of the 100% plans. The consultant shall provide signed and sealed copies of the updated final construction plans. Additional signed and sealed copies of the final construction plans, or portions thereof, shall be provided during the completion of the right-of-way acquisition process, as requested by the County. Plans may require revisions until the completion of the right-of-way acquisition process.

9.4 Permit renewals and extensions

Consultant will be responsible for renewals and extensions of the permits as requested by the County.

9.5 Pay Items

- Post Design Services

TABLE OF DELIVERABLES

1.0 Administration

Final Design Project Schedule – Paper, Digital File & pdf File 3/1/1 Copies
Construction Time Estimate – Paper, Digital File & pdf File 3/1/1 Copies

2.0 Public Involvement

Public Involvement Plan – Paper, Digital File & pdf File 3/1/1 Copies
Small Group Meeting Materials As required

3.0 Design and Plans Preparation

Preliminary Drainage Calculations – Paper & Digital pdf File 3/1 Copies
Final Drainage Calculations (Signed & Sealed& pdf File) 3/1 Copies
Roadway Design Criteria Package (Paper & pdf File) 3/1 Copies
Typical Section Package (Paper & pdf File) 3/1 Copies
Pavement Design Package (paper & pdf File) 3/1 Copies
30%, 60%, 90% & 100% Cost/Engineers Estimate – Paper 3 Copies
Final Cost/Engineers Estimate – Paper, Digital File& pdf File) 3/1/1 Copies
Design Notes and Computation Book 3 Copies
Quantity Computation Book 3 Copies
*Draft Schedule of Prices and Technical and Special Provisions –
 Paper & MS Word File* 3/1 Copies
*Final Schedule of Prices Technical and Special Provisions –
 Paper & MS Word File* 3/1 Copies
Electronic Bid Document Package 1 Copy
Final Electronic Design and Topography files (ACAD 2010 & Microstation) 1 Copy
Environmental Consideration Plans -Paper, Digital & pdf File 3/1/1 Copies

3.0 A - Construction Plans

30% Submittal – Paper, Full and Half Sized 1/10 Copies
60% Submittal – Paper, Full and Half Sized 4/19 Copies
90% Submittal – Paper, Full and Half Sized 4/18 Copies
100% Submittal – Paper, Full and Half Sized 4/18 Copies

3.0 B - Final Construction Plans

Hard Copy – Paper, Half Sized 25 Copies
Hard Copy – Paper, Full Sized (Signed and Sealed) 3 Copies
Reproducible – Mylar, Full Sized 1 Copy
Reproducible – Mylar, Half Sized 1 Copy
Digital Files – AutoCAD 2010, Microstation & pdf Files 1 Copy each

4.0 Permitting

Water Management District/ACOE Permit Package	1 Copy
Alternatives Wetland Mitigation Concepts Report (Paper & pdf File)	1/1 Copy
FDOT Permit Application Package(s)	1 Copy
N.P.D.E.S. Pollution Prevention Plan (Paper & pdf Files)	3/1 Copies
Special Permit Documents (signed and scaled surveys). If required	3 Copies
Site Evaluation Report (Paper & pfd File)	1/1 Copy

5.0 Right-of-Way Engineering

Sample Format (with list of parcels for each)	1 Copy/Format
Draft Sketches and Legal Descriptions	3 Copies
Final Sketches and Legal Descriptions (Signed and Sealed) (Hard copy, Digital)	5 Copies Parcel
Right-of-Way Survey Field Books	Original Books
Raw Data Files – Paper & Digital File	3/1 Copies
Right-of-Way Computation Book	3 Copies
Parcels Staked in Field for Appraisal	1 Time/Parcel
Minimization Of Compensable Impacts Report (Paper & pdf File)	3/1 Copies
Updated/Modified Sketches and Legal Descriptions	3 Copies

5.0 A - Preliminary Right-of-Way Maps

30% Submittal – Paper, Full and Half Sized	1/6 Copies
60% Submittal – Paper, Full and Half Sized	1/6 Copies
90% Submittal – Paper, Full and Half Sized	1/6 Copies
100% Submittal – Paper, Full and Half Sized	1/6 Copies

5.0 B - Final Right-of-Way Maps

Hard Copy – Paper, Half Sized	3 Copies
Hard Copy – Paper, Full Sized (Signed and Sealed)	3 Copies
Reproducible – Mylar, Half Sized	1 Copy
Reproducible – Mylar, Full Sized	1 Copy
Digital Files – AutoCAD 2010 & pdf Files	1 Copy each

5.0 - Updated/Modified Right-of-Way Maps (Each Modification Cycle)

Hard Copy – Paper, Half Sized	3 Copies
Hard Copy – Paper, Full Sized (Signed & Sealed)	5 Copies
Reproducible – Mylar, Half Sized	1 Copy
Reproducible – Mylar, Full Sized	1 Copy

6.0 Design Survey Services

Design Survey Field Books	Original Books
Raw Data Files – Paper & Digital File	3/1 Copies
Design Survey Computation Book	3 Copies

7.0 Geotechnical Services

<i>Final Preliminary Roadway Soil Survey Report (including ponds and swales)</i>	3 Copies
<i>Roadway Soil Survey Report (including ponds and swales)(S & S) & pdf File</i>	3/1 Copies
<i>Miscellaneous Structure Foundation Report (Paper & pdf File)</i>	3/1 Copies
<i>Updates Contamination Screening Report (Paper & pdf File)</i>	3/1 Copies
<i>Preliminary Contamination Assessment Report (Paper & pdf File)</i>	3/1 Copies
<i>Box Culvert Report (If Required) (Signed & Sealed & pdf File)</i>	3/1 Copies
<i>Mast Arm Signal Pole Report (Signed & Sealed & pdf File)</i>	3/1 Copies
<i>Retaining Walls Report (Signed & Sealed & pdf File)</i>	3/1 Copies

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TERMS FOR FEDERAL AID CONTRACTS " CONTRACT (Purchase Order)

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

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

Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions

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for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. **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.
- K. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

The contractor, 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 contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful failure to file a false statement under the Federal Acquisition Regulation, 48 CFR 101-11.6, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the (COUNTY) 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 (COUNTY). 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.
- N. The (COUNTY) hereby certifies that neither the consultant nor the consultant's representative has been required by the (COUNTY), 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 (COUNTY) further acknowledges that this agreement will be furnished to a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. 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 me or 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 me or 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 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.

CONTRACT

#Y15-901

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 the COUNTY, and:

> _____
> _____
> _____
FEDERAL I.D. #>_____

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations or individual Purchase Orders; and;

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

**I
SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, **“CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION PROJECTS ”** which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of work, the CONSULTANT will submit a cost Proposal to the COUNTY depicting man hours, with hourly rates, as established in Exhibit B, sub-contracted services, period of performance for completion of projects, and out of pocket expenses. Proposal shall be submitted within fifteen (15) days of receipt of written request for Proposal by the COUNTY.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II **PAYMENT**

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. FEES: For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.

Florida Department of Transportation (FDOT) funding for this contract shall not exceed \$1,500,000.

- B. PAYMENT: Payment will be due and payable monthly in proportion to the percentage of work approved and accepted 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. PAYMENT IN EVENT OF TERMINATION BY COUNTY: In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. 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 be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in

additional compensation to the CONSULTANT.

The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. SUBCONSULTANTS: The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.

- 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. COMPENSATION: The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.

- 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.

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

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

I. PRICE ADJUSTMENT:

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

- C. The estimated construction cost for any project under this contract shall not exceed \$2,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$200,000.

- 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 and CEI services.

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 may be two different individuals or the same individual. Both the Project Manager and the Project Engineer 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 to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. 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.
 - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. 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.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

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,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, 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. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

VII
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least \$34,000.00 in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VIII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX
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/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

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

X

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/ and A.M. Best Ratings are available at 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>

XI

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.

XII
OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII
SUSPENSION OF WORK BY COUNTY

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 that 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.

XIV
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 or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances 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 that 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 VIII.
- 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.

XV ASSIGNABILITY

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.

XVI 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. Consultants are required to indicate their intention regarding 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.

XVII
INDEPENDENT CONTRACTOR STATUS

The CONSULTANT shall be an independent contractor and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII
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 awarded CONSULTANT shall abide by the following provisions:

1. 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.
2. 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.
3. The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

XIX
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.

XX
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI
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.

XXII
AVAILABILITY OF FUNDS

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

XXIII
PERFORMANCE EVALUATION

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

XXIV
SERVICE-DISABLED VETERAN PARTICIPATION

NOT APPLICABLE FOR THIS CONTRACT

XXV
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 Consultant 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.

XXVI **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.

XXVII **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.

XXVIII
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.

>
>

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

Signature

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

Name Typed

Date: _____
(for County use only)

Title

REQUEST FOR PROPOSALS

#Y15-901-CH

**CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION PROJECTS**

DUE 2:00 P.M. – March 3, 2015

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

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

Name	Title	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

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

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

PROJECT TEAM

RFP Project Number: _____
 TEAM NAME: _____

Federal I. D. Number: _____
 Is Prime Consultant: a certified DBE Firm Yes _____ No _____

PRIME		Name and City of Residence of Individual Assigned to the Project		Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers	
Role							
Principle-in-Charge							
Project Manager							
Project Architect (or Engineer)							
Project Construction Administrator							
Other Key Member ()							
Other Key Member ()							
SUBCONSULTANT		Company Name and Address of Office Handling this Project		If Certified DBE specify which;	Circle applicable Certified DBE credit:, if applicable FTU: First Time Utilize NC: Non-County ERT: Employee Recruitment & Training RT: Recruitment & Training	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Role							
Architecture					FTU - NC - ERT - RT		
Mechanical Engineering					FTU - NC - ERT - RT		
Electrical Engineering					FTU - NC - ERT - RT		
Structural Engineering					FTU - NC - ERT - RT		
Civil Engineering					FTU - NC - ERT - RT		
Landscape Architecture					FTU - NC - ERT - RT		
Other Key Member ()					FTU - NC - ERT - RT		
Other Key Member ()					FTU - NC - ERT - RT		

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

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 two (2) of the similar projects listed **for a substantial majority (at least 70%) of the project activities and duration and for the remaining similar project listed; the individual must have served as Project Manager 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:

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

Firm:
Summary of Work:

Proposed Project Manager: Name: _____

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

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

Firm:
Summary of Work:

Proposed Project Manager: Name: _____

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

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

Firm:
Summary of Work:

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 – E3 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 Engineer must have served as the Project Manager, Project Engineer or Design Engineer on two (2) of the similar projects listed **for a substantial majority (at Least 70%) of the project activities and duration and for the remaining similar project listed; the individual must have served as the Project Manager or Project Engineer 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:

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

Firm:
Summary of Work:

Proposed Project Engineer: _____

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

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

Firm:
Summary of Work:

Proposed Project Engineer: _____

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

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

Firm:
Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of three pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-3" describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime consultant as well as other members of the project team; i.e., additional personnel, sub-consultants, 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 sub-consultants, 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, 8½" 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 ten (10) 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.

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the DBE firm (if applicable) in the joint venture:

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

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

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

(a) Profit and loss sharing: _____

(b) Capital contributions, including equipment: _____

(c) Other applicable ownership interests: _____

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

(a) Financial decisions: _____

(b) Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

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

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

AFFIDAVIT

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

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date _____

State of _____

County of _____

AFFIDAVIT

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

Notary Public _____

Commission Expires _____

(Seal)

Date _____

State of _____

County of _____

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

Notary Public _____

Commission Expires _____

(Seal)

DRUG-FREE WORKPLACE FORM

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

Name of Proposer

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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

**CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION
PROJECTS**

Case or Bid No. **Y15-901 -CH**

**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

**CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION
PROJECTS**

Case or Bid No. **Y15-901 -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
TOTAL EXPENDED THIS REPORT			\$

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN SERVICES FOR
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED CONSTRUCTION
PROJECTS**

Case or Bid No. **Y15-901 -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 _____

RFP Number **Y15-901 -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 _____

RFP Number **Y15-901 -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 _____

RFP Number **Y15-901 -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. Y15-901-CH, CONTINUING PROFESSIONAL FINAL ENGINEERING DESIGN
SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDED
CONSTRUCTION PROJECTS, 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.)

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 Y15-901-CH

NAME OF CONSULTANT: _____ (referred to herein as "Consultant")

ADDRESS OF CONSULTANT: _____

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: _____

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

Y15-901-CH
Continuing Professional Final Engineering Design
Services for FDOT Funded Construction Projects

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

Y15-901-CH
Continuing Professional Final Engineering Design
Services for FDOT Funded Construction Projects

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR
Additional Page

375-030-50
PROCUREMENT
01/12

Contract No./Project Description(s):

Financial Project Number(s):

Printed Names

Signatures

Date

ATTACHMENT II

Y15-901-CH
Continuing Professional Final Engineering Design
Services for FDOT Funded Construction Projects

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

375-030-33
PROCUREMENT
10/01

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification)

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: _____
Authorized Signature

Date: _____

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the 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 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 has 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', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being 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 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 'Appendix B: 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List.
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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government the Department may pursue available remedies, including suspension and/or debarment.

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>A. Section II – Who is An Insured 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">1. In performance of your ongoing operations; or2. In connection with your premises owned by or rented to you. <p>However:</p> <ol style="list-style-type: none">1. The insurance afforded to such additional insured only applies to the extent permitted by law; and2. 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.	<p>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none">1. Required by the contract or agreement; or2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <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

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

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

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

SAMPLE DO NOT USE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No.	Effective Policy No.	Endorsement
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Insured

Insurance Company
by _____

Countersigned

WC 00 03 13