

NOTICE
REQUEST FOR PROPOSALS
FOR
CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS
WITH LOCAL AGENCY PROGRAM (LAP) FUNDING
RFP # Y16-906-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 July 21, 2016, for CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS WITH LOCAL AGENCY PROGRAM (LAP) FUNDING.**

A Pre-Proposal Conference will be held **June 27, 2016, 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.

PREQUALIFIED PROPOSERS

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

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

NOTICE TO PROPOSERS

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

RFP # Y16-906-CH
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ATTACHMENT I –
Terms for Federal Aid Contracts
DBE Bid Package Information

CONTRACT

PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
LOCATION (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
EMPLOYMENT DATA (NOT USED)	FORM J
JOINT VENTURE INFORMATION	FORM K
DRUG-FREE WORKPLACE FORM	FORM L
LETTER OF INTENT (NOT USED)	FORM M
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N
RELATIONSHIP DISCLOSURE FORM	FORM O
E-VERIFICATION CERTIFICATION	FORM P
DISPLACED WORKERS (NOT USED)	FORM WR

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
Disclosure of Lobbying Activities
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Federal Aid Contracts

SAMPLE INSURANCE FORMS

ATTACHMENT III

**TRAVEL FORM FDOT FORM NUMBER 300-000-01 (FOR SELECTED
CONSULTANT)**

**EXHIBIT C – ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND
ALLOWANCES (FOR SELECTED CONSULTANT)**

ATTACHMENT IV

**CONFLICT OF INTEREST CERTIFICATION SELECTION COMMITTEE (FOR COUNTY
USE ONLY)**

REQUEST FOR PROPOSALS
FOR

CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION
PROJECTS WITH LOCAL AGENCY PROGRAM (LAP) FUNDING
RFP # Y16-906-CH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide **CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS WITH LOCAL AGENCY PROGRAM (LAP) FUNDING** in accordance with the Brook Acts as specified in 40 U.S.C. 1101.

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, July 21, 2016, 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 Non-Mandatory Pre-proposal Conference will be conducted on June 27, 2016, 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, H may negatively impact the evaluation of the Proposal.** The County shall not be responsible for re-calculation or interpretations of information provided on any form.
NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.
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 Y16-906-CH
Date of Opening - July 21, 2016
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, 407-836-5598 or email Carol.Hewitt@ocfl.net. 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. on July 6, 2016, to:

Carol Hewitt, Senior Contract Administrator
Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801
Email Address: 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. **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
06/22/16	Advertisement Date
06/27/16	Non-Mandatory Pre-Proposal Meeting
07/06/16	Deadline for submission of written questions
07/21/16	Proposal Opening
08/03/16	Procurement Committee Meeting
September 2016	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/LobbingAtOrangeCounty.aspx>

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

12. **ETHICS COMPLIANCE**

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

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

Any questions concerning this form shall be addressed to the purchasing agent

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

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

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

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

13. **JOINT VENTURES**

NOT APPLICABLE FOR THIS REQUEST FOR PROPOSALS.

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

15. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant 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. 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 DISPLACED WORKERS**
NOT APPLICABLE FOR THIS REQUEST FOR PROPOSALS.
20. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**
NOT APPLICABLE FOR THIS REQUEST FOR PROPOSALS.
21. **CONTRACT AWARD**
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.
22. **KEY PERSONNEL**
The Project Manager and the Project Engineer must be two different individuals, both currently employed by the Prime Consultant, and both must be Professional Engineers registered in the State of Florida.

23. **PREQUALIFIED PROPOSERS**

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

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

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

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

24. **REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

25. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the contract term, and an express requirement that Consultants include in such

subcontracts the requirement that subConsultants 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 subConsultant 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 Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

26. **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

27. **SIMILAR PROJECTS**

"Similar Projects" for the purposes of this Request for Proposals has been defined as:

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

PROJECT ELEMENTS

1. **Roadway Government Contract** – CEI Services provided under a contract to a governmental agency, either through a continuing services contract or a project specific contract, for a roadway widening project of a multi-lane (4 or more lanes) roadway having a minimum length of 0.9 centerline miles with a minimum construction cost of two million dollars (\$2,000,000). Construction of a Limited Access projects is allowed. **Resurfacing, Restoration and Rehabilitation (RRR) projects shall not be considered to be similar projects.**
2. **Monitor Construction Activities** – Provided a field engineer or inspector to monitor the progress of the construction to verify the quality of workmanship and ensure that materials utilized are in compliance with the plans, specifications, and other contract provisions and permits.
3. **Review of Contractor Submittals** - Reviewed and analyzed contract change requests, claims, or disputes during the course of construction and provided written recommended action.
4. **Review of Pay Requests** - Reviewed monthly pay requests against work completed and documented through daily inspection reports and provided written recommendation for payment.
5. **Daily Inspection Reports** – Completed daily inspection reports outlining the activities completed by the Contractor, any action items taken by the field inspector, concerns or issues discussed with the Contractor, and/or any discussions with business or property owners.
6. **Bridge Government Contract** - CEI Services provided under a contract to a governmental agency, either through a continuing services contract or a project specific contract for a multi-span bridge for roadway vehicular traffic with a minimum span length of 75 feet with a minimum construction cost of three million dollars (\$3,000,000).
7. **Final Inspection / Punch List** - Conducted the final inspection and walk through and provided a written punch list required for final completion.

8. **Utility Relocation** – Monitor utility relocation activities with the Contractor and the utility company or monitor the coordination activities of the Contractor.
9. **Project Meeting Documentation** – Conducted construction meetings and provided meeting minutes or other documentation for pre-construction meetings, utility meetings, field meetings, and other necessary project meetings.
10. **Preparation of Change Orders** – Prepare change orders during course of construction.

Similar Project Scoring

- The Proposer shall submit no more than three (3) similar projects for the proposed Project Manager and no more than three 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, Element 3, Element 4, and Element 5 are MANDATORY.**
- To be considered for one half (1/2) point, each similar project submitted must contain the mandatory elements described above.
- To be considered for one (1) full point, each similar project submitted must contain the five mandatory elements **PLUS** two (2) additional elements described above.
- **At least one similar project shall contain Element Six (6). If none of the similar projects submitted contain Element Six (6), there will be a deduction of one (1) point from the total score.**
- **Projects that do not contain the five mandatory elements described above shall receive zero (0) points.**

Requirements for the Proposer

Project Manager:

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

Project Engineer:

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

Definitions

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

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

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

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

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

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

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

28. **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.

29. **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, 2015 to April 1, 2017	\$	X	1.0	=	\$
(2) First Year Past: 10/01/14- 9/30/15	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/13- 09/30/14	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/12-09/30/13	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

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

Points will be awarded as follows:

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

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

30. **ORAL PRESENTATIONS**

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

31. **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>.
- C. 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.

32. **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.

33. **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.
- D. Valid insurance certificate(s) evidencing contractually required coverage.

34. **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 on CD at a cost established within the most current Orange County Fee Directory. 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.

35. **PROPRIETARY INFORMATION**

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

EXHIBIT “A”
SCOPE OF SERVICES
For
CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR CONSTRUCTION PROJECTS
WITH LOCAL AGENCY PROGRAM (LAP) FUNDING

SECTION 1: OBJECTIVES AND DESCRIPTION OF PROJECT

1.1 General

The Construction Engineering and Inspection Consultant, (CEI) shall assist the COUNTY by providing Project Management and Support services for the construction of a variety of Orange County’s capital improvement projects. The services to be performed shall be assigned through Task Authorizations issued by the COUNTY for specific projects, tasks or services. No services shall be performed unless the COUNTY has first issued an appropriate Task Authorization. As part of this continuing services contract, the services the CEI may be asked to provide may include, but are not limited to the following:

- Provide Construction Engineering and Inspection services for COUNTY construction projects, including, but not limited to, inspection services, coordination with Contractors, processing shop drawings, change orders and pay requests, responding to requests for information, addressing citizen concerns, coordinating with stake holders and other interested parties, etc.;
- Perform incidental construction engineering design, field surveys, and geotechnical/material testing services as may be necessary to carry out the services in this scope of services.
- Other tasks as may be assigned.

The CONSULTANT may be required to provide services on major roadway improvement projects on new or existing alignments, intersection improvements, bridges, sidewalks, pedestrian trails, pedestrian bridges, landscaping/irrigation, stormwater or other capital improvement or transportation projects.

This Scope of Services generally identifies representative responsibilities that may be assigned to the CONSULTANT under this contract. Individual Task Authorizations may identify services to be provided in greater detail and specificity. The COUNTY reserves the right to determine what services, if any, will be required of the CONSULTANT.

1.2 Project Description

The CONSULTANT shall provide general consulting, project management, and construction management services to assist the COUNTY in implementing construction of the capital improvement projects.

1.3 Description of Professional Services

The primary goals of the contract are to provide project support as an extension of COUNTY staff for the completion of the projects identified by the COUNTY.

This may include support in all functions of the project construction process, to include construction engineering and inspection.

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

SECTION 2: SCOPE OF PROFESSIONAL SERVICES

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

2.1 Survey Control

The CONSULTANT shall:

- Make and record such measurements as are necessary to calculate and document quantities and / or horizontal and vertical locations for existing and proposed natural and manmade features, survey control monuments (such as bench marks, reference points, section and quarter section corners, PRM's, PCP's, property corners, etc.), survey control line (such as base lines, centerlines, right-of-way lines, property lines, sectionalized land system lines, etc.);
- Perform surveying services as may be necessary.
- All survey work shall conform with the requirements of Chapters 472 and 177 of the Florida Statutes, Chapter 61G17 of the Florida Administrative Code, and all other applicable laws, regulations, standards or rules governing the work being performed, including all applicable Orange County standards and practices.

2.2 Construction Engineering and Inspection

Construction engineering and inspection services (CEI) shall consist of construction inspection services, construction administration and construction management assistance. When requested by COUNTY, the CEI shall provide engineers, inspectors and other personnel to oversee the Contractor's construction activities, the COUNTY's testing service consultant, and other COUNTY consultants. The CONSULTANT may be required to schedule and conduct preconstruction meetings and prepare the Notices to Proceed to be issued by the COUNTY Project Manager; address the concerns of the public and of property owners; coordinate as necessary with COUNTY offices, utilities, and regulatory agencies; receive and process all Contractor submittals, including, but not limited to, shop drawings, construction schedules, Requests for Information, Value Engineering proposals, change order requests, claims, and pay requests. The CEI shall also provide daily project reports, Notices of Deficiency, Notices of Corrective Action Required, and other project documentation as appropriate, verify quantities, prepare final change orders, and provide other services as necessary to close out construction contracts.

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

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

2.3 Specific Services may include; but are not limited to:

- 2.3.1 The CONSULTANT shall provide a Construction Project Manager, and/or the requisite inspection staff to observe the Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of the Consultant's registered professional engineer (Resident Engineer) or COUNTY staff.
- 2.3.2 Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received including unit price / quantity extensions, identification of unbalanced bids, similar project criteria, and the qualifications of the apparent, qualified low bidder.
- 2.3.3 The CONSULTANT may be asked to schedule and conduct pre-construction conferences, participate in pre-bid conferences and prepare the notices to proceed to be issued by the COUNTY Project Manager.

- 2.3.4 The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.
- 2.3.5 The CONSULTANT shall attend and document all construction progress meetings and all utility meetings with the Contractor and take part in coordinating utility relocations on the project with the Contractor and the utility company.
- 2.3.6 The CONSULTANT shall maintain a Project Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work performed by the Contractor reflected on the Project Schedule.
- 2.3.7 The CONSULTANT shall review the Contractor's schedule in detail and submit a report to the COUNTY. In addition, the CONSULTANT shall meet with the Contractor and COUNTY staff to discuss the project schedule and any updates thereto. Any subsequent Contractor's requests for major activity changes or construction contract time extensions shall be reviewed and a recommendation shall be provided by the CONSULTANT.
- 2.3.8 The CONSULTANT shall maintain a log of materials entering into the work site and utilized on the work site with proper indication of the basis of rejection of each shipment of material.
- 2.3.9 The CONSULTANT shall maintain records of all sampling and testing accomplished under this scope of services and analyzes such records required to ascertain acceptability of material and completed work items.
- 2.3.10 The CONSULTANT shall meet with the Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.
- 2.3.11 The CONSULTANT shall record minutes of each meeting and forward a copy to the Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work.
- 2.3.12 Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY. Quantities shall be based on daily records or calculations and stored materials. Calculations shall be retained. The CONSULTANT shall review the red line as-builts, update the weather and holiday tracker, complete the overtime spreadsheet, and complete the CONTRACTOR performance appraisal.

- 2.3.13 The CONSULTANT shall track and review requests for information (RFI), shop drawings, sample submittals and approvals. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
- 2.3.14 The CONSULTANT shall provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY may request an interpretation from the Design Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.
- 2.3.15 The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the COUNTY.
- 2.3.16 The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and/or any extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval and shall prepare the change order if requested by the COUNTY.
- 2.3.17 When it is determined that a modification to the original contract for the project is required due to necessary changes in the character of the work, the CONSULTANT shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the COUNTY a supplemental agreement or change order.
- 2.3.18 In the event that the Contractor submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.
- 2.3.19 In the event that the Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of the request and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.
- 2.3.20 The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits and applicable laws, standards and regulations. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

- 2.3.21 Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and an estimate of cost and time of changes, if any, will be prepared by the CONSULTANT.
- 2.3.22 The CONSULTANT shall conduct substantial and final inspections and prepare punch lists, review as-built drawings, requests from the Contractor, and any other documents necessary for project completion, including certifications required by regulatory agencies.
- 2.3.23 The CONSULTANT shall negotiate all changes with the Contractor using the CONSULTANT's prepared estimate of cost and time as a basis. The CONSULTANT shall submit the results to the COUNTY within five (5) business days, or as requested by the COUNTY, of the start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

2.4 Other Services

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

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

2.5 Project Status Meetings

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

2.6 Project Records

Project Management Services shall include record keeping. Hard copy files shall be organized in the same structure that the COUNTY currently utilizes including but not limited to project correspondence files, contract files, pay request files, change order files, permit/invoice/misc. files, specs/audio/video files, right-of-way files, and aerial photo files. In some cases, files would

be submitted to the COUNTY for their continued use on the project. In other cases, the CONSULTANT would be required to prepare the files for storage in the COUNTY's archiving system.

2.7 Constructability Reviews/Value Engineering

A review of the construction plans for COUNTY projects at the 30%, 60%, 90% and 100% phases for constructability and identification of alternative solutions to minimize either project cost and time.

2.8 Geotechnical/Material Testing

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

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

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

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

- 2.8.1 General
- 2.8.2 Earthwork
- 2.8.3 Roadway
- 2.8.4 Concrete
- 2.8.5 Ground/Surface Water Samples

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

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

- Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction as amended by contract documents
- FDOT Design Standards

- FDOT Structural Design Guidelines
- FDOT Structure Design Office Standard Drawings
- FDOT Materials Manual
- FDOT Manual of Florida Sampling and Testing Methods
- FDOT Manual for Safety and Control of Equipment Containing Radioactive Materials
- FDOT Soils and Foundation Handbook
- FDOT Design Standards for Design, Construction, Maintenance and Operations of the State Highway System
- Orange County's Right of Way Utilization Manual
- FDOT Radiation Safety Manual
- Orange County Road Specifications Manual
- American Association of State Highway and Transportation Officials (AASHTO) Test Methods
- American Society for Testing and Materials (ASTM) Standards
- Manual on Uniform Traffic Control Devices
- Code of Federal Regulations (CFRs)
- Safe Work Practices and Compliance of Standards Handbook
- American Welding Society Bridge Welding Code (AWS D1.1 Structural Steel Welding Code)
- Occupational Safety and Health Administration (OSHA)
- Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) (001/01) FS 8200 Clean Sampling for Ultratrace Metals in Surface Waters
- Environmental Protection Agency (EPA) method 1669 by reference (as maybe amended)
- Orange County's Manual of Standard and Specifications for Wastewater and Water Main Construction

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

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

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

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

- Acquisition and reporting of subsurface material, hydrological, standard borings, and environmental information to be used for the construction of transportation facilities.
- Conducting tests on soil and rock according to the applicable specifications for the purpose of classifying materials and identifying their physical properties.
- Sampling, transporting, and testing various materials, reporting results, and recommendations.
- Technicians performing work on projects at asphalt plants shall be expected to enter and upload data on a daily basis using the Asphalt Upload Sheet (Current FDOT Form #675-030-25A).

- Conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis and reporting of results and recommendations.
- Certified Welding Inspectors (CWI), Metals Fabrication Inspection, Welding Procedure and Shop Drawing Reviews.

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

- Bituminous Construction Materials
- Base, Sub-grade and Embankment Materials
- Portland Cement Concrete
- Precast Concrete Products
- Pre-stressed Concrete Products
- Drilled Shaft Inspection
- Construction Materials Investigations, Special Studies & Projects
- Miscellaneous Construction Related Activities
- CWI Welding Inspection
- Water Quality
- Monitoring Pile Driving Assessment
- Well Installation, Monitoring, and Capping
- Ground/surface water Contamination Sampling and Testing
- Structural Testing and Inspections

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

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

- Pile Driving Inspector
- FDOT Basic and Intermediate MOT
- International Municipal Signal Association (IMSA), Traffic Signal Level II
- NACE Coating (Bridge Paint) Specialist
- Dynamic testing equipment operators must have at least a Basic Pile Driving Analyzer (PDA) certification in the Foundation QC High-Strain Dynamic Pile Testing (HSDPT) Examination and experience testing at least 5 COUNTY bridges including at least two Category 2 bridges. The experience may be obtained while working under the supervision of another qualified operator.

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

2.8.1 General

2.8.1.1 Quality Assurance/Quality Control

The CONSULTANT shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to submittal to the COUNTY for review or use.

2.8.1.2 Daily Reports

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

2.9 Earthwork

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

2.9.1 Embankment

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

2.9.2 Backfill for Stormwater Conveyance System

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

2.9.3 Organic Testing

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

2.9.4 Deliverables

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

2.10 Roadway

2.10.1 Stabilization

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

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

2.10.1.1 Deliverables

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

2.10.2 Soil Cement Base

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

2.10.2.1 Deliverables

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

2.10.3 Pavement Structural Course

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

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

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

2.10.3.1 Deliverables

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

2.10.4 Friction Course

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

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

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

2.10.4.1 Deliverables

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

- Reports shall identify the deficiencies (if any) and provide a recommendation.

2.11 Concrete

2.11.1 Non Structural Concrete

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

2.11.1.1 Deliverables

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

2.11.2 Structural Concrete

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

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

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

2.11.2.1 Deliverables

- Signed and sealed Compressive Strength report shall be submitted within 10, 17, and 31 calendar days of the testing event (i.e. within three calendar

days after each scheduled break) (four paper copies and one PDF electronic file). The fourth break shall be held until written notification is provided by the COUNTY.

- Reports shall identify the failures (if any) and provide a recommendation.
- Provide daily report for the concrete precast drainage structures and concrete pipe (four paper copies).

2.11.3 Drilled Shaft

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

- Drilled Shaft Installation Plan (DSIP) review.
- Provide CTQP Certified Drilled Shaft Inspector on site during the drilled shaft installation operations (excavation, stabilization, cleaning, steel insertion, and concrete placement, etc.).
- Shaft installation shall be documented using the following FDOT approved forms shown in the deliverables section (4.3.1).
- Document activities and note problems in the Daily Report of Construction. Verify the Drilled Shaft installation process is in accordance with the approved DSIP. The first production drilled shaft should be closely monitored and scrutinized to make sure the DSIP process is demonstrating satisfactory field performance. Any process or site condition issues (including different soils encountered, etc.) should be reported to the COUNTY.
- Perform required slurry testing, shaft bottom cleanliness checks; rebar inspections, and concrete testing.
- Obtain and review completed production logs to identify any potential problems in a timely manner (e-mail results of the review(s) to the COUNTY). Monitor concrete test results through final shaft acceptance process.
- Monitor cleaning and grouting of Cross Hole Sonic Logging tubes.
- Provide on-site Independent Assurance (IA) support, including review of inspector's performance and the drilled shaft installation process.
- Upon completion of the Drilled Shaft Installation, the CONSULTANT shall issue a signed and sealed Certification Letter indicating that the installed drilled shaft(s) met all applicable plan and specifications.

2.11.3.1 Deliverables

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

- FDOT IA Checklist for Drilled Shaft Inspection (most current edition) two days from the testing event (four paper copies).
- FDOT IA Checklist for Slurry Tester (latest edition) two days from the testing event (four paper copies).

2.11.4 Pile Driving

The CONSULTANT shall provide qualified personnel for pile driving services. The CONSULTANT services shall include, but not be limited to, the following:

- Attend and participate in preconstruction and/or special meetings for the project.
- Perform Wave Equation Analysis of Pile Driving (WEAP) to determine suitability of the hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the COUNTY within three calendar days of the Contractor's submittal.
- Review Contractor's Pile Installation Plan and provide comments to the appropriate construction personnel and to the COUNTY within three calendar days of the Contractor's submittal.
- Instrument test piling and production piling during initial driving and re-drives in accordance with ASTM D4945.
- When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, pre-forming, pre-drilling, reference elevation, hammer serial number, hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the COUNTY within one calendar day after the test pile driving process is completed. (In most cases this information will be requested immediately following test pile completion.)
- Perform Case Pile Wave Analysis (CAPWAP) on selected blows, using the latest version. At a minimum, CAPWAPs shall be performed at the end of drive, before and after setchecks, and where the anticipated tip for the production piles is expected to occur. If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within one calendar day of driving each pile. The CAPWAP analyses shall be performed by the same engineering firm performing the dynamic pile testing.
- Perform all required WEAP analysis, using the latest version, to provide proof of compliance with the plans and specifications for production pile driving. This includes evaluation of all design loads, evaluation of soil parameters, assistance with cushion selection and stroke selection for driving stress control. The final wave equation analysis required for production driving shall be provided to the COUNTY within three calendar days after the test pile program is completed, unless requested sooner. The WEAP analyses shall be performed by the same engineering firm performing the dynamic pile testing.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. Submit a preliminary report recommending lengths and criteria to the COUNTY for approval within three calendar days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions (i.e. file 18's) on Compact Disk (CD).

- Furnish final signed and sealed letters for production pile lengths and the driving criteria. Pile lengths and driving criteria shall be developed by the same engineering firm performing the dynamic pile testing.

2.11.4.1 Deliverables

- Signed and sealed Wave Equation Analysis of Pile Driving (WEAP) report shall be submitted within three calendar days of the Contractor's submittal (four paper copies and one PDF electronic file).
- Signed and sealed Contractor's Pile Installation Plan Review report shall be submitted within three calendar days of the Contractor's submittal (four paper copies and one PDF electronic file).
- Signed and sealed Test Pile Driving Process report shall be submitted within one calendar day after the test pile driving process is completed (four paper copies and one PDF electronic file).
- Signed and sealed Case Pile Wave Analysis (CAPWAP) report shall be submitted within one calendar day after driving each pile (four paper copies and one PDF electronic file).
- Signed and sealed Wave Equation Analysis of Pile Driving (WEAP) report shall be submitted within three calendar days after the test pile program is submitted (four paper copies and one PDF electronic file).
- Signed and sealed Preliminary Pile Driving report shall be submitted within three calendar days after the test pile program is submitted (four paper copies and one PDF electronic file).
- Signed and sealed letters for production pile lengths and the driving criteria shall be submitted within five calendar days (four paper copies and one PDF electronic file).

2.12 Ground/Surface Water Samples

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

2.12.1 Deliverables

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

SECTION 3: PERSONNEL

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

3.2 Personnel Qualifications. The CONSULTANT shall provide competent personnel qualified by experience, education, and testing certifications held. Submit in writing to the COUNTY the names of personnel proposed for assignment to this contract, including a detailed resume for each containing at a minimum: education, experience, and certifications.

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

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

3.4 Senior Inspector. The Senior Inspector shall possess a High School diploma or equivalent and four (4) years of construction engineering and inspection experience of roadway and/or bridge projects.

3.5 Inspector. The Inspector shall possess a High School diploma or equivalent and one (1) year of construction engineering and inspection experience of roadway and/or bridge projects.

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

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

TABLE OF DELIVERABLES

2.9.4 Earthwork

Section 2.9.4

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

2.10 Roadway

Section 2.10.1.1

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

Section 2.10.2.1

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

Section 2.10.3.1

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

Section 2.10.4.1

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

2.11 Concrete

Section 2.11.1.1

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

Section 2.11.2.1

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

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

Section 2.11.3.1

Drilled Shaft Summary Report (Signed & Sealed) (paper) 4 Copies
Drilled Shaft Summary Report (Signed & Sealed) (PDF) 1 Copy
Drilled Shaft Log (Form 700-010-84) (paper) 4 Copies
Drilled Shaft Concrete Placement Log (Form 700-010-89) (paper) 4 Copies
Drilled Shaft Reinforcement / Spacers / Log (Form 700-010-33) (paper) 4 Copies
Drilled Shaft Fluid / Slurry Testing Log (Form 700-010-34) (paper) 4 Copies
Drilled Shaft Construction and Pay Summary (Form 700-10-91) (paper) 4 Copies
FDOT IA Checklist for Drilled Shaft Inspection (paper) 4 Copies
FDOT IA Checklist for Slurry Tester (paper) 4 Copies

Section 2.11.4.1

Wave Equation Analysis of Pile Driving (WEAP) report (Signed & Sealed) (paper) 4 Copies
Wave Equation Analysis of Pile Driving (WEAP) report (Signed & Sealed) (PDF) 1 Copy
Contractor's Pile Installation Plan Review Report (paper) (Signed & Sealed) (paper) 4 Copies
Contractor's Pile Installation Plan Review Report (Signed & Sealed) (PDF) 1 Copy
Test Pile Driving Process Report (Signed & Sealed) (paper) 4 Copies
Test Pile Driving Process Report (Signed & Sealed) (PDF) 1 Copy
Case Pile Wave Analysis (CAPWAP) Report (Signed & Sealed) (paper) 4 Copies
Case Pile Wave Analysis (CAPWAP) Report (Signed & Sealed) (PDF) 1 Copy
Wave Equation Analysis of Pile Driving (WEAP) Report (Signed & Sealed) (paper) 4 Copies
Wave Equation Analysis of Pile Driving (WEAP) Report 1 Copy
Preliminary Pile Driving Report (Signed & Sealed) (paper) 4 Copies
Preliminary Pile Driving Report (Signed & Sealed) (PDF) 1 Copy
Letters for production pile lengths & the driving criteria (Signed & Sealed) (paper) 4 Copies
Letters for production pile lengths and the driving criteria (Signed & Sealed) (PDF) 1 Copy

2.12 Ground/Surface Water Samples

Section 2.12.1

Ground/Surface Water Report (Signed & Sealed) (paper) 4 Copies
Ground/Surface Water Report (Signed & Sealed) (PDF) 1 Copy

END OF SCOPE OF WORK

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

ATTACHMENT I

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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both criminal and civil.

P. The Consultant hereby certifies that it has not:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 1 of 2**DBE Utilization**

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

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

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

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

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Page 2 of 2**DBE/AA Plans**

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

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

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

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

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

CONTRACT

#Y16-906

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 under 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 CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS WITH LOCAL AGENCY PROGRAM (LAP) FUNDING " 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 services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

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.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Florida Department of Transportation (FDOT) funding for this contract shall not exceed \$1,500,000. Each activity (task/study) shall not exceed \$200,000 and the construction cost shall not exceed \$2,000,000.

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 \$500,000, the Department is authorized to contract with firms without an audited overhead rate. The Consultant may provide a self-certified overhead determination.

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

I. **PRICE ADJUSTMENT:**

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

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

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

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

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

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

III
DESIGN WITHIN FUNDING LIMITATIONS

NOT APPLICABLE FOR THIS CONTRACT

IV
RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- B. The Project Manager and the Project Engineer must be two separate individuals. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages 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 a Requirements Contract and the COUNTY'S intent is to order from the CONSULTANT all of the goods or services specified in Exhibit A, Scope of Professional Services of the Contract at the established hourly rates shown in Exhibit B of the Contract, required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Moreover, if the Manager of the Procurement Division determines that the CONSULTANTS' performance is less than satisfactory, the COUNTY may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

VIII
TERM OF CONTRACT

The term of this contract shall be for three (3) years 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 five (5) 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 Consultant 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 CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant 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
DISPLACED WORKERS

NOT APPLICABLE FOR THIS CONTRACT

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

XXIX
PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

Teresa Miller, Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
Teresa.Miller@ocfl.net

XXX
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.

XXXI
DRUG FREE WORKPLACE

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

XXXII
PERFORMANCE EVALUATION

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

XXXIII
TERMS FOR FEDERAL AID CONTRACTS

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

>
>

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature

Carrie Woodell, MPA, CFCM, CPPO, C.P.M., CPPB, APP
Manager, Procurement Division

Name Typed

Date: _____
(for County use only)

Title

REQUEST FOR PROPOSALS

#Y16-906-CH

**CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS
WITH LOCAL AGENCY PROGRAM (LAP) FUNDING
DUE 2:00 P.M. – July 21, 2016**

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: _____

Federal I. D. Number: _____				
<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ()				
Other Key Member ()				
<u>SUBCONSULTANT</u> Role	Company Name and Address of Office Handling this Project		Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ()				
Other Key Member ()				

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Manager: Name: _____

Professional Engineer registered in the State of Florida ___ Yes Served as: _____ Project Manager _____ Project Engineer

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

Construction Cost:
Construction Completion Date:

Firm:
Summary of Work:

Proposed Project Manager: Name: _____

Professional Engineer registered in the State of Florida ___ Yes Served as: _____ Project Manager _____ Project Engineer

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

Construction Cost:
Construction Completion Date
Firm:
Summary of Work:

Proposed Project Manager: Name: _____

Professional Engineer registered in the State of Florida ___ Yes Served as: _____ Project Manager _____ Project Engineer

3. Project Name:

Owner:

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

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY 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: _____

Professional Engineer registered in the State of Florida <input type="checkbox"/> Yes Served as: <input type="checkbox"/> Project Manager <input type="checkbox"/> Project Engineer
--

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

Construction Cost:
Construction Completion Date
Firm:
Summary of Work:

Proposed Project Engineer: _____

Professional Engineer registered in the State of Florida ___ Yes Served as: _____ Project Manager _____ Project Engineer

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

Construction Cost:
Construction Completion Date
Firm:
Summary of Work:

Proposed Project Engineer: _____

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

Construction Cost:
Construction Completion Date
Firm:
Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of three pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-3" describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime consultant, as well as other members of the project team; i.e., additional personnel, sub-consultants, branch offices, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past fifteen 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 fifteen (15) years.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

DRUG-FREE WORKPLACE FORM

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

Name of Proposer

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

Case or Bid No. **Y16-906 -CH**

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

For Staff Use Only:
Initially submitted on _____
Updated On _____

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

**CONTINUING PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS WITH
LOCAL AGENCY PROGRAM (LAP) FUNDING**
Case or Bid No. **Y16-906 -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 CONSULTING SERVICES FOR CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION PROJECTS WITH
LOCAL AGENCY PROGRAM (LAP) FUNDING**

Case or Bid No. **Y16-906 -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 **Y16-906 -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 **Y16-906 -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 **Y16-906 -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. Y16-906-CH, CONTINUING PROFESSIONAL CONSULTING SERVICES FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR CONSTRUCTION
PROJECTS WITH LOCAL AGENCY PROGRAM (LAP) FUNDING, 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 Y16-906-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 Consultant 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
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

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/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. 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 by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. 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.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e 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 or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT II

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

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

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

375-030-33
PROCUREMENT
10/01

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____
Congressional District, if known: 4c _____		Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

State of Florida Department of Transportation
TRAVEL FORM

300-000-01
COMPTROLLER
03/16

TRAVELER INFORMATION

NAME: _____ PEOPLE FIRST ID NO.: _____
 STATUS: _____ DEPARTMENT: _____
 HEADQUARTERS(HQ): _____ MAIL STATION: _____
 RESIDENCE (CITY): _____ COST CENTER: _____
 DOES THE TRAVELER HAVE A PURCHASING CARD? _____
 AUTHORIZATION TO INCUR TRAVEL EXPENSES SELECT _____

EXPECTED TRAVEL ITINERARY

DESTINATION (CITY/STATE): _____
 DEPARTURE FROM HQ DATE/TIME: _____
 DATE/TIME BUSINESS BEGINS: _____
 DATE/TIME BUSINESS ENDS: _____
 RETURN TO HQ DATE/TIME: _____

MODE OF TRANSPORTATION SELECT ONE SELECT	OTHER PERSONNEL IN PARTY:	ESTIMATED COST
NOTE: JUSTIFICATION IS REQUIRED IF A DOT MOTOR POOL VEHICLE IS NOT USED AS THE MODE OF TRANSPORTATION. THE USE OF A POV REQUIRES COMPLETION OF RENTAL CAR VS. POV WORKSHEET (LESSER AMOUNT WILL BE PAID UNLESS BUSINESS REASON PROVIDED TO SUPPORT USE OF POV).	MULTIPLE TRAVELERS WITH SIMILAR ITINERARIES SHOULD SHARE/USE SAME MODE OF TRANSPORTATION.	COST OF TRANSPORTATION: _____ COST OF MEALS: _____ COST OF PER DIEM: _____ COST OF LODGING: _____ INCIDENTAL EXPENSES: _____ TOTAL ESTIMATED COST: _____ \$0.00

PURPOSE/REASON FOR TRAVEL (SELECT ONE AND EXPLAIN): _____ SELECT _____ EXPLANATION REQUIRED: _____

BENEFITS TO THE STATE (MUST INCLUDE HOW THE TRAVEL SUPPORTS THE MISSION OF THE DEPARTMENT AND HOW FDOT'S MISSION WILL FAIL WITHOUT TRAVEL):

STATEMENT REGARDING THE CONSIDERATION OF TELECOMMUNICATION (I.E. VIDEOCONFERENCE, WEBINAR, ETC.) AND THE REASON THESE ALTERNATIVES ARE NOT FEASIBLE:

I HEREBY CERTIFY THAT TRAVEL AS SHOWN ABOVE IS TO BE INCURRED IN CONNECTION WITH OFFICIAL BUSINESS OF THE STATE; THAT SUCH BUSINESS IS CRITICAL TO THE MISSION OF THE DEPARTMENT; THAT THE MOST COST EFFECTIVE METHOD OF CONVEYANCE WILL BE USED; THAT DEPARTURE AND RETURN TIMES WILL BE CONDUCIVE TO THE BUSINESS NEED AND NOT USED FOR PERSONAL GAIN; AND THAT I UNDERSTAND ANY FRAUDULENT CLAIMS OF MILEAGE, PER DIEM OR ANY OTHER TRAVEL RELATED EXPENSES ARE SUBJECT TO PROSECUTION AS A MISDEMEANOR.		I HEREBY CERTIFY THAT ADEQUATE BUDGET IS AVAILABLE FOR THE COST OF TRAVEL AND THAT THE COST DOES FIT IN THE UNIT SPENDING PLAN.		OTHER SIGNATURE REQUIREMENTS (SELECT ANY APPLICABLE)	
TRAVELER SIGNATURE DATE		IMMEDIATE SUPERVISOR SIGNATURE DATE		SELECT _____ SELECT _____	
CONTACT PERSON NAME: _____		CONTACT PERSON TELEPHONE: _____		CONTACT PERSON EMAIL: _____	

State of Florida Department of Transportation
TRAVEL FORM INSTRUCTIONSY16-906-CH
Continuing Professional Consulting Services
For Construction Engineering & Inspection
Services for Construction Projects with
LAP Funding300-000-01
COMPTROLLER**INSTRUCTIONS FOR COMPLETING THE TRAVEL FORM****TRAVELER INFORMATION (Data entered in this area will be transferred to page 2a automatically.)****NAME:** Name of the individual performing the travel.**PEOPLE FIRST ID #:** Traveler's People First identification number.**STATUS:** Use the drop-down menu to select the appropriate employment status. Options are Employee, OPS or Non-Employee.**DEPARTMENT:** The agency name "Transportation" or the name of another state agency.**HEADQUARTERS:** City in which the traveler performs majority of his/her assigned duties.**MAIL STATION:** Traveler's interoffice mailing address.**RESIDENCE (City):** City in which traveler lives.**COST CENTER:** Cost center number from which travel will be paid.**DOES THE TRAVELER HAVE A PURCHASING CARD?:** Use the drop-down menu to select "Yes" or "No" to answer whether the traveler has a purchasing card.**EXPECTED TRAVEL INTINERARY****DESTINATION (CITY/STATE):** The city and state where business is to be performed.**DEPARTURE FROM HQ DATE/TIME:** Departure date and time, (including A.M. or P.M.) from headquarters. **NOTE:** Departure time must be conducive to the business need and not for personal preference or personal gain.**DATE/TIME BUSINESS BEGINS:** The date and time of when business will begin.**DATE/TIME BUSINESS ENDS:** The date and time of when business will end.**RETURN TO HQ DATE/TIME:** Return date and time, (including A.M. or P.M.) to headquarters. **NOTE:** Return time must be conducive to the business need and not for personal preference or personal gain.**MODE OF TRANSPORTATION**

Use drop-down menu to select the mode of transportation to be used for the travel. Justification is required if a DOT motor pool vehicle is not used. The use of a POV requires completion of Rental Car vs. POV worksheet. The lesser of the calculated amounts will be paid unless a business reason is provided supporting the use of the POV.

OTHER PERSONNEL IN PARTY

List the name(s) of any DOT employee(s) traveling with traveler. Multiple travelers with similar itineraries should share/use the same mode of transportation.

ESTIMATED COST**COST OF TRANSPORTATION:** Estimate the cost for airline, rental car, POV and/or any other method of transportation used.**COST OF MEALS:** Estimate total using the appropriate daily meal allowance \$6 (breakfast), \$11 (lunch), and \$19 (dinner) per F.S. 112.061.**COST OF PER DIEM:** Estimate total based on the standard per diem rate of \$80 per day prorated on a quarterly basis.**COST OF LODGING:** Estimate total based on the average nightly rate multiplied by the number of nights.**INCIDENTAL EXPENSES:** Estimate the cost of any incidental expenses.**TOTAL ESTIMATED COST:** Record the total dollar amount for subsistence, modes of transportation and incidental expenses.**PURPOSE / REASON FOR TRAVEL:** Use the drop-down menu to select the general purpose from travel. Options include: Routine Job Duties (such as bridge inspections, providing legal services, performing quality assurance reviews, providing training), Receiving Training (such as attending job-related training. All training requires Secretary approval.),

Meeting/Collaboration – DOT Hosted (such as statewide meetings), Meeting Collaboration – External Hosted (such as conference, convention or round-table hosted by an organization other than DOT), Statutory Meetings (such as commissioners and board members required by statute to meet) and Other (such as speaking engagements, receiving awards on behalf of the Department).

EXPLANATION REQUIRED: A detailed description of the travel must be provided. Give nature of travel. Specify name of conference, convention, seminar, training, or meeting. No acronyms or abbreviations.**BENEFITS TO THE STATE:** Statement regarding how the travel will benefit the Department. Must include how the travel supports the mission of the Department and how the Department's mission will fall without this travel.**STATEMENT REGARDING THE CONIDERATION OF TELECOMMUNICATION:** Methods of telecommunication must be considered including but not limited to teleconference, videoconference and/or webinar. A reason why these alternatives are not feasible must be included.**TRAVELER SIGNATURE:** Individual who performed travel. Signature must be in ink, preferably not black.**IMMEDIATE SUPERVISOR SIGNATURE:** Traveler's Immediate Supervisor. According to 112.061(3)(a) F.S., the traveler's immediate supervisor must sign the Authorization to Incur Travel Expenses section.**COST CENTER MANAGER SIGNATURE:** Individual authorized to certify that budget is available for the cost of travel and that the cost does fit in the unit spending plan. Cost center manager must have a completed Payment Document Authorization Form on file with District Financial Services or Disbursement Operations Office. If the cost center manager is also the immediate supervisor, either sign again or write "same".

State of Florida Department of Transportation
TRAVEL FORM INSTRUCTIONS

ATTACHMENT III

300-000-01
COMPTROLLER

OTHER SIGNATURE REQUIREMENTS: Additional signature required for special circumstances as indicated. Use the drop-down menu(s) to indicate the appropriate selection(s) requiring the other level of approval.

CONTACT PERSON NAME: Person to notify for inquiries related to the travel voucher.

CONTACT PERSON TELEPHONE: The telephone number of the contact person.

State of Florida Department of Transportation
TRAVEL FORM INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING THE TRAVEL FORM

TRAVELER'S INFORMATION: Data transferred from page 1.

REIMBURSEMENT OF TRAVEL EXPENSES

DATE: (MM/DD/YY) Date(s) of actual travel.

TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION: Departing location to the city or town of where business will commence. List each location separately and NO ABBREVIATIONS.

PURPOSE OR REASON FOR TRAVEL: Give reason for travel. Specify name of conference, convention, seminar, training, meeting, etc... NO ACRONYMS or ABBREVIATIONS.

HOUR OF DEPARTURE / HOUR OF RETURN: Actual time of departure and return. (Including A.M. or P.M.)

CLASS A & B MEAL ALLOWANCE: Itemize daily using the appropriate meal allowance \$6, \$11, and \$19 per F.S. 112.061. Deduct any meals included in a registration fee paid by DOT.

PER DIEM / ACTUAL LODGING: Itemize daily. For per diem use the standard rate of \$80 per day prorated on a quarterly basis. For actual lodging, use single occupancy rate including taxes.

MAP MILEAGE: Point to point mileage calculated from the Official Department of Transportation map, or actual mileage (odometer or internet mapping program such as MapQuest).

VICINITY MILEAGE: Mileage other than map mileage incurred within headquarters or destination.

INCIDENTAL EXPENSES: List the amount and type of charge being claimed. (Do not itemize daily).

COLUMN TOTAL: Total cost for Class A & B meal allowance.

COLUMN TOTAL: Total cost for Per Diem / Actual Lodging.

TOTAL MILES: Total of map and vicinity mileage x \$0.445/ml. Calculate to the third decimal point and round down to the nearest cent.

COLUMN TOTAL: Total cost for Transportation / Incident Expenses.

SUMMARY TOTAL: Add all column totals for total cost of reimbursement.

LESS TRAVEL ADVANCE: If applicable. Only one travel advance to a voucher. Subtract amount from Summary Total.

LESS UNALLOWABLE PURCHASING CARD CHARGES: If applicable. Subtract the dollar amount from Summary Total.

NET AMOUNT DUE TRAVELER <STATE>: Total due <owed> after subtracting amounts for Class C meals, travel advances (if applicable), and non-reimbursable purchasing card charges.

TRAVELER SIGNATURE: Individual who performed travel.

WORKING TITLE / DATE: Working title of traveler and date Travel Form was prepared.

COST CENTER MANAGER SIGNATURE: Individual authorized to approve travel. Authorized person must have completed Payment Document Authorization Form on file with District Financial Services or Disbursement Operations Office.

TYPED OR PRINTED NAME: Name of Approver authorizing travel. (PRINT CLEARLY)

WORKING TITLE / DATE: Working title of Approver and date of signature.

LINE NUMBER: District Financial Services/Disbursement Operation use only.

ORGANIZATION CODE: The nine digit FLAIR Organization code which will represent the cost center to be charged. Multiple organization codes may be used.

EO: Numbers or letters used to access pre-established files to expand accounting data.

OBJECT CODE: The six digit FLAIR Organization code identifying the type of expenditure. Multiple codes may be used. Double click on OBJECT CODE in order to access the travel object code listing.

AMOUNT: Dollar amount for each cost distribution line.

TOTAL: Dollar amount should match Net Amount Due.

TRAVEL DATES: Record the actual beginning and ending dates of travel. (MM/DD/YY)

CB: "0" to identify a federal aid participating project or "1" to identify a non-participating project.

PROJECT IDENTIFICATION: The eleven digit Financial Project number.

WORK FCT: The three digit work activity function code.

JUSTIFICATION: To explain any unusual claims for reimbursement.

FOR COMPTROLLER USE ONLY: District Financial Services/Disbursement Operations use only.

State of Florida Department of Transportation
TRAVEL FORM INSTRUCTIONS300-000-01
COMPTROLLER**INSTRUCTIONS FOR COMPLETING THE TRAVEL FORM****WHEN THE STATE OF FLORIDA PURCHASING CARD IS USED FOR TRAVEL, RECORD THE CHARGES ON PAGE 2C AND SUBMIT WITH PAGE 2A.****Record the traveler's information including the beginning and ending dates of travel.****DIRECT BILLING:** This section required to be completed only when travel related expenses were paid using the State of Florida Purchasing Card or expenses were paid directly to another State Agency.**DATE:** Date of purchase.**VENDOR/COMMON CARRIER/STATE AGENCY:** Name of merchant, airline, rental car company or State Agency.**TICKET NUMBER/STATE VEHICLE NO.:** If charge is for an airline ticket enter the ticket number. If the charge is for the rental of another state agency vehicle or aircraft enter the vehicle/aircraft number.**FROM:** Record the point of origin. (Only required for transportation charges.)**TO:** Record the point of destination. (Only required for transportation charges.)**DESCRIPTION OF ITEM ACQUIRED:** Describe the item(s) purchased.**AMOUNT:** Dollar amount of airline ticket, rental car, and item purchased.**PURCHASING CARD NON-REIMBURSABLE CHARGES:** To be completed when charges are made using the State of Florida Purchasing Card for items that are not reimbursable from state funds.

Non-reimbursable items such as upgrade on rental car, non-mandatory parking, personal calls on hotel bills, movies, etc.....

ADDITIONAL COMMENTS, JUSTIFICATIONS AND EXPLANATIONS.

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be 44.5 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the **COUNTY'S** administrative offices.
5. Meals shall be reimbursed as follows:
 - A. Breakfast \$ 6.00
 - B. Lunch \$11.00
 - C. Dinner \$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:9/06

ATTACHMENT IV

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONFLICT OF INTEREST CERTIFICATION
SELECTION COMMITTEE

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, 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. Employees 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 statutes would be punishable in accordance with Section 112.317 or Section 334.193, Florida Statutes, and could result in disciplinary action by the Department.

Project Description(s): _____

Selection Committee Members:

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Date: _____

Printed Names

Signatures

