

ISSUE DATE: January 25, 2017

NOTICE
REQUEST FOR PROPOSALS
FOR
AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)
RFP #Y17-809-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 February 28, 2017, for AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA).**

A Non-Mandatory Pre-Proposal Conference will be held **February 9, 2017, at 2:30 P.M.** at the **Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, FL 32839.** Interested Proposers are encouraged to attend.

Proposals will be accepted at:

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

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

NOTE: This Request for Proposals is available for downloading from the internet at orangecountyfl.net.

NOTICE TO PROPOSERS

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 at (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the blackout period.**

RFP # Y17-809-CH
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REQUEST FOR PROPOSALS
FOR
AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)
RFP # Y17-809-CH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA).

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a CD or USB drive for document management purposes not later than 2:00 P.M. local time, February 28, 2017, to:

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

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

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

A Pre-Proposal Conference will be conducted on February 9, 2017, at 2:30 P.M., Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

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

4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture.

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

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

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:
Request for Proposal Number Y17-809-CH
Date of Opening - February 28, 2017
Name of Proposer
Return Address of the Proposer
11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
12. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, at email address: Carol.Hewitt@ocfl.net or by calling (407) 836-5598 or Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
13. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.

14. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on February 14, 2017 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.

15. **ORAL INTERPRETATION**

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

16. **DRUG FREE WORKPLACE**

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

17. **DRAFT CONTRACT**

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

18. **SOLICITATION CANCELLATIONS**

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

TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000.00 (with a deductible permitted not in excess of \$100,000.00) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.

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

meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers **must submit signed Letter of Intent** (Form M-1) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subconsultant.
- F. The awarded prime consultant's responsibilities and requirements are itemized below:
 - i. Incorporate a 72 hour prompt payment assurance provision and payment schedule in all contracts between the prime and subconsultants.
 - ii. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
 - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This includes, but is not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
 - iv. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.
 - v. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.

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

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

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

Orange County Lobbyist Regulations General Information

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

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

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

12. ETHICS COMPLIANCE

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

- a. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation.

The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

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

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

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

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

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

16. **SUBCONSULTANTS**

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

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the over-all work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contract execution.

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

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

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

19. **BONUS POINTS FOR HIRING OF DISPLACED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees for the duration of the contract. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

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

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison, at (407) 836-5485 to assist with meeting this requirement.

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

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

20. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**

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

- (1) Registered service-disabled veteran business enterprise proposers competing as a prime consultant shall receive five (5) points;
- (2) Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;
- (3) Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.

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

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

21. **CONTRACT AWARD CRITERIA**

The County will award a single contract for this requirement.

22. **KEY PERSONNEL**

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

23. **REFERENCE CHECKS**

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

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

24. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person 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 Consultant 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.

25. **WEIGHTED CRITERIA**

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

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

26. **SIMILAR PROJECTS**

“Similar Projects” for the purpose of this Request for Proposals (RFP) are defined as professional services that include the completion of project planning, preliminary engineering, and environmental analysis and evaluated capacity or operational improvements for a multi-lane public roadway successfully completed in the past 15 years preceding the submittal date for receipt of Proposals. The proposed Project Manager and the proposed Assistant Project Manager shall contain the following elements:

SIMILAR PROJECT ELEMENTS:

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

SIMILAR PROJECT SCORING CRITERIA:

1. The proposer shall submit no more than three (3) similar projects each for the proposed Project Manager and proposed Assistant Project Manager.
2. The proposed Project Manager and the proposed Assistant Project Manager may submit the same Similar Projects.
3. **Element 1, Element 2, Element 3 and Element 4 are mandatory for the proposed Project Manager and the proposed Assistant Project Manager.**
4. For a similar project to be considered for one half point (1/2), **each project submitted must contain all four (4) mandatory Elements.**
5. For a similar project to be considered for one (1) full point, **each project must contain all 4 mandatory Elements PLUS three (3) additional Elements** of the remaining elements listed.
6. **Projects not containing at least the mandatory elements: Element One, Element Two, Element Three, and Element Four will not be considered for any points.**

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

ADDITIONAL REQUIREMENTS OF THE PROPOSER:

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

- To be credited as similar projects for the proposed Project Manager, the individual must have served as either the Project Manager or the Assistant Project Manager of the Prime Consulting Firm on two (2) of the similar projects submitted for a substantial majority of the project activities and duration. To be credited as similar project for the remaining similar project submitted; the individual must have served as the Project Manager for a substantial majority of the project activities and duration. The individual may have served as the Project Manager on all projects.
- To be credited as similar projects for the proposed Assistant Project Manager, the individual must have served as the Project Manager, Assistant Project Manager, Design Engineer or Planner of the Prime Consulting Firm on two (2) of the similar projects submitted for a substantial majority of the project activities and duration. To be credited as similar project for the remaining similar project submitted; the individual must have served as Project Manager or Assistant Project Manager for a substantial majority of the project activities and duration. The individual may have served as the Project Manager or Assistant Project Manager on all projects.

DEFINITIONS:

- Substantial majority shall be defined as 70% of the work.
- Project Manager – Defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client and directed the production of the key work products. The Project Manger must be a registered Professional Engineer in the State of Florida or a Certified Planner.
- Assistant Project Manager – Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design/planning activities as described in the similar project criteria. This position also serves as the point of contact for the client in the Project Manager's absence. The Assistant Project Manager must be a registered Professional Engineer in the State of Florida or Certified Planner.

The Proposer shall ensure that the basic descriptions 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.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified*

and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

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

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

27. EXPERIENCE OF THE PROJECT TEAM

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

28. VOLUME OF WORK

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

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

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

Volume of Work is calculated using the following formula:

| CONTRACT PERIOD | TOTAL FEE AWARDED TO PRIME CONSULTANT | | FACTOR | | ADJUSTED FEE AMOUNT |
|---|---------------------------------------|---|--------|---|---------------------|
| (1) From October 1, 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.

19. **ORAL PRESENTATIONS**

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

30. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

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

31. **COST AND PRICING DATA**

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

- a. A current statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative and overhead costs and a statement of profit or operating margin requested. **A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.**

All indirect costs shall be computed in accordance with 48 CFR

Federal Acquisition Regulations.

- b. A detailed summary of any transactions between organizations under common control that are included in the indirect costs reported in paragraph "a." above.
- c. Raw labor rates by labor classification certified as accurate by an officer of the company.
- d. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- e. Summary of fees for services to be provided by subconsultants.
- f. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- g. 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.
- h. Project schedule.
- i. Breakdown of all out-of-pocket and/or direct expenses.
- j. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications.

32. SUPPORTING DOCUMENTATION

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

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

33. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal.

The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection 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. The significant weaknesses or

deficiencies in the proposal in response to the requirements of the solicitation.

- c. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- d. If applicable, a summary of the rationale for award.
- e. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

34. **PROPRIETARY INFORMATION**

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

Exhibit A

AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA) STUDY PROFESSIONAL TRANSPORTATION PLANNING and ENGINEERING SERVICES CONTRACT

Avalon Road

Florida's Turnpike to West Colonial Drive (SR 50)
Approximate Length: 0.43 miles

Scope of Services

The Consultant shall provide project planning, preliminary engineering, and environmental analysis services for the above referenced project. The consultant shall perform those services required for location/design studies, social and environmental effects, multimodal use, safety, engineering reports and public hearings.

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

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

This project is being executed in accordance with an October 23, 2007, interlocal agreement between Orange County and the City of Winter Garden, Florida. The Consultant shall comply with the conditions of the agreement accordingly.

The Consultant will study the establishment of 120 feet of right-of-way (ROW), addition of lanes, a five (5) foot wide sidewalk and a ten (10) foot wide multipurpose trail to the existing two-lane sections of Avalon Road from Florida's Turnpike to West Colonial Drive (SR 50). The Consultant shall consider special treatment and/or additional lanes at major intersections, and widening of crossroads up to 600 feet in each direction to provide intersection operation at Level of Service C or higher in the design year.

Scope of Services

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

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

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

The format and digital source application used for all submittals are subject to County acceptance and approval. All maps and illustrations depicting aerial extent shall include a directional symbol indicating north and scale appropriate to the map at the size presented. Reproduced maps of greater or lesser dimension than the original must include a modified scale specific to the reproduced map. All illustrations and photographs depicting vertical extent shall be similarly marked when illustrating design features or shall contain captions providing location and direction of the view.

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

1.0 Administration

1.1 Notice to Proceed Meeting

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

1.2 Project Status Meetings

The appropriate members of the Consulting team shall attend periodic meetings (up to 10 meetings) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and action items. The purpose of these meetings is to maintain clear communication between the County and the Consultant team. For the purposes of this study and scope, the Project Team shall be defined as the County Project Manager/Team and the Consulting Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

1.3 Project Management/Supervision

Work effort for Project Management/Supervision for each Section shall be included in the various Pay Items for each Section and shall not exceed 10 percent (10%) of the work effort for that Section.

1.4 RCA Project Schedule

The Consultant shall prepare and submit a detailed project schedule for the RCA process identifying major tasks, their duration and tasks relationships. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project. An updated project schedule shall be submitted at each project status meeting, with notation or justification of any major changes to the schedule.

1.5 Invoices

Invoices shall be prepared in the format prescribed by the Public Works Department, as attached hereto. When an invoice includes charges from a Subconsultant, the Subconsultant's invoice/backup shall accompany the Consultant's invoice. A separate Pay Item Breakdown sheet for the Consultant and each Subconsultant shall accompany each invoice. The Consultant's Pay Item Breakdown sheet shall include in aggregate the Consultant's AND Subconsultant's pay items. A narrative description of the work performed by the Consultant and Subconsultants during the billing period for each item in the scope, corresponding to Exhibit B, shall also accompany the invoice. The narrative shall also describe the work to be performed during the next billing period.

1.6 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for newsletters, webpages, press releases, exhibits, PowerPoint presentations, reports, maps and other work products prior to them being submitted to the County for review or use. Work effort for QA/QC reviews shall be included as part of the work effort for the various Pay Items in each section as identified elsewhere herein and shall be limited to 5 percent (5%) of the work effort of each item.

1.7 Deliverables

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

- Notice to Proceed Meeting Materials and Minutes
- Project Status Meeting Minutes
- RCA Project Schedule (Initial and updates as needed)

1.8 Pay Items

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

- Notice to Proceed Meeting/Minutes
- Project Status Meetings/Minutes

- RCA Project Schedule

2.0 Public Involvement

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

2.1 Public Involvement Plan

The Consultant shall prepare a Public Involvement Plan (PIP) and submit it to the County Project Manager for review and approval within two weeks of the Notice to Proceed meeting. The PIP shall delineate the Consultant's efforts to inform and involve the citizens of the county, appropriate state and local agencies and responsible appointed and elected public officials in the project planning, review and approval process. At a minimum, The PIP should identify a) stakeholders, b) public outreach methods with particular attention to low income, elderly, minority and disabled persons, c) estimated schedule of public/community meetings, d) limited English proficiency strategies and e) other opportunities for the public to provide input.

2.2 Coordination Meetings

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

- The City of Winter Garden
- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- St Johns River Water Management District
- South Florida Water Management District
- Orange County Environmental Protection Department (EPD)
- Orange County Utilities Department
- Orange County Public Schools (OCPS)
- Orange County Fire Rescue
- Central Florida Expressway Authority (CFX)
- Florida Department of Transportation (FDOT)
- The FDOT Florida Turnpike District
- LYNX

The Consultant shall coordinate with LYNX and OCPS to determine if the project will result in adverse impacts to their regional and local bussing schedules, routes, and bus stops. The Consultant shall reflect the results in the model and present the proposed solution(s) on the plan typical sections.

The Consultant shall include County staff in the meetings/telephone calls and shall provide the name of the individual contacted, date, time, contact details and minutes of the topics discussed for each interaction. Production of minutes shall be included in the associated pay item and shall be submitted to County Project Manager within two days of each coordination meeting.

Where agency involvement is required or agency participation is requested at a public meeting, the Consultant shall coordinate with pertinent agencies a minimum of 30 days prior to such public meeting.

2.3 Small Group Meetings

The Consultant shall be available to conduct up to four (4) small group meetings with organizations interested in the Study. These meetings / presentations may be made to homeowners, formal homeowner associations, business owners or other formal organizations such as a Citizens Advisory Committee. The Consultant shall be responsible for preparing all presentation and handout materials. Preparation for public meetings and other outreach activities, as well as preparation of meeting summaries and follow up, shall comply with direction provided in Sub-Task 2.8.

2.4 Updated Mailing List

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

The Consultant shall maintain and regularly update the mailing list during the course of the study and provide an updated listing for Public Information Meetings and Land Planning Agency (LPA) and Board of County Commissioner (BCC) Public Hearings.

2.5 Newsletters

The Consultant shall prepare and distribute five (5) editions of the project newsletters at the following events of the Study:

- Edition 1: Prior to Kickoff-Alternatives Information Public Meeting
- Edition 2: Prior to the Recommended Improvement Concept Meeting
- Edition 3: Prior to the LPA Public Hearing
- Edition 4: Prior to the Board of County Commissioners Public Hearing
- Edition 5: After final action by the Board of County Commissioners

The newsletters shall be prepared in English and in Spanish and shall be printed in color on 8 1/2" x 11" sheets in a format acceptable to the County. Each English newsletter shall include a Spanish point of contact. Sufficient copies of each English edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing, plus an additional 50 copies to be delivered to the County for internal distribution. Sufficient copies of each Spanish edition shall be printed by the Consultant to provide 10% of the addresses on the mailing list at each mailing, plus an additional 50 copies to be delivered to the County for internal distribution. The English newsletters shall be sent to each entry included in the data base mailing list at least two (2) weeks prior to scheduled meetings or hearings. First class mail shall be used. Spanish newsletters and those English newsletters not mailed shall be distributed as needed through the small group meetings, work sessions and public meetings. The Chief Planner of the Transportation Planning Division and the County Communication Office must approve all final newsletter proofs prior to final printing. Newsletters shall adhere to the County's Title VI Nondiscrimination Policy and Plan.

2.6 Website Creation / Maintenance

The Consultant shall prepare an internet website for the study. This site shall be linked to the Orange County Website. The Consultant shall coordinate with the appropriate County offices to ensure compatibility and format. The County shall provide a sample of the acceptable webpage format.

The Consultant shall create and post the site on a public-access server provided by the Consultant at least two (2) weeks prior to the Kick-off-Alternatives meeting. The Consultant shall then update the site (to include meeting minutes) prior to each public meeting, work session, public hearing, and following the final public hearing.

At the conclusion of the RCA, the Consultant shall develop a Design Phase introduction webpage and transfer maintenance responsibilities of the website to the County. The website shall be transferred to the County on compact disc CD, DVD or USB flash or portable drive. The Consultant shall maintain the website until such time as the website is transferred to the County.

2.7 Advertisements / News Releases

The Consultant shall prepare and ensure the publication of display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel and El Sentinel at least two weeks prior to each of the two public meetings and two public hearing. The advertisements shall be display ads approximately 4" x 5".

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

The Consultant shall prepare and distribute news releases to the media at least one (1) week prior to each public meetings and each public hearing.

All public display advertisements and news releases must be approved by the Chief Planner of the Transportation Planning Division and the County Communication Office prior to their distribution to media outlets and the general public.

2.8 Public Information Meetings

The Consultant shall prepare for and participate in two (2) public information meetings as described below:

- Preparation and Documentation of Public Meetings
 - Logistics: The Consultant shall conduct all preparations for the public meetings for the County and shall ensure that appropriate Consultant personnel are present to assist with the meetings. The Consultant shall make arrangements for the meeting room rental and set up (including A/V and screen equipment for presentation) and shall ensure that adequate directional signs are placed on the meeting grounds to direct participants to the meeting room. Informational displays (i.e. maps, alternative improvements concepts, and other graphics) shall be displayed for the public to review and comment at least one (1) hour prior to the Recommended Improvement Concept Public Meeting. The meeting shall include a formal PowerPoint presentation followed by an informal question and answer period during which meeting participants may meet one-on-one with the Study Team to individually discuss their areas of concern.
 - Presentation/Materials: The Consultant shall obtain direction from the County Project Manager prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including script and displays) in final format ready for review and approval by County staff no later than two (2) weeks prior to the public meeting. Displays shall be exhibits mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base, traffic data and projections, typical sections, alternative evaluation matrices, detail sketches and other text or graphical information as described elsewhere herein or as directed by the County. The Consultant shall prepare and distribute comment forms (comment forms in Spanish may be required) to meeting participants and other interested parties. An interactive comment form shall be posted on the project website to obtain public feedback from persons who are not able to attend the public meeting. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. Any and all meeting and public outreach materials that will be presented to the general public must be approved by the Chief Planner of the Transportation Planning Division and County Communications Office.
 - Meeting Documentation: The Consultant shall document, interpret and summarize all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the

meetings. Additionally, the Consultant shall document and summarize all comments and questions received from the hardcopy and online comment forms. The Consultant shall provide follow-up information necessary to respond to the public's comments and questions. All comments shall be incorporated in the alternative analysis process, leading to the identification and selection of a Recommended Improvement Concept and shall be incorporated into the Roadway Conceptual Analysis Report. Public meeting minutes and summaries shall be submitted to the County Project Manager within two (2) days of the meeting. Sign-In sheets, public comment card summaries, final meeting minutes/summaries and other meeting documentation shall be submitted to the County Project Manager and staff within five (5) days of the public meeting. Once approved by the County Project Manager, meeting summaries will be posted on the project web site.

- Kick-Off Alternative Information Public Meeting - The Consultant shall prepare for and conduct a Kick-Off Alternatives Information Public Meeting within twenty (20) weeks of the Notice to Proceed Meeting. The purpose of this meeting is to present the data collection findings, alternative improvement concepts and the preferred alignment improvement of the Preferred Alternative (including the draft recommended stormwater pond sites, typical section(s), stormwater conveyance for offsite and bypass systems and access management, alternative typical sections, wildlife crossings, transit needs as addressed in typical sections, predetermined or proposed trail, bike and pedestrian pathways and crossings).

The primary roadway alignment shall utilize the existing Avalon Road right-of-way and shall take into consideration the October 23, 2007, Interlocal Agreement between Orange County, Florida and the City of Winter Garden, Florida for County Road 545 Road Project from the West Boundary of Carriage Pointe to SR 50 to the greatest extent possible.

- Recommended Improvement Concept Public Meeting – Following completion of the alternative analysis activities and identification of a Recommended Improvement Concept, the Consultant shall prepare for and conduct a Recommended Improvement Concept Public Meeting. The purpose of this meeting is to present the draft Recommended Improvement Concept to the public for review and comment prior to presentation to the LPA and BCC.

2.9 Staff Presentation

The Consultant shall prepare for and participate in a presentation to the Public Works Director and other senior staff at least two (2) weeks prior to the LPA Work Session. The presentation shall be the final draft of the PowerPoint presentation and script to be presented at the LPA Work Session. The Consultant shall modify the presentation to address comments received from county management and staff at that time.

2.10 Local Planning Agency Work Session and Public Hearing

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Work Session and Public Hearing with the LPA. The Work Session and the Public

Hearing presentations shall reflect the Recommended Improvement Concept. Back up materials and supporting reports shall be provided in an editable digital format acceptable to the County sixteen (16) days prior to the scheduled LPA Work Session and the LPA Public Hearing. Ordinances or ordinance revisions shall be provided in an editable digital format acceptable to the County Project Manager twenty-one (21) days prior to the scheduled LPA Work Session and the LPA Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall setup displays and other exhibits at least one (1) hour prior to the scheduled LPA Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled LPA meeting time.

2.11 Board of County Commissioners Work Session and Public Hearing

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Work Session and Public Hearing with the BCC. The Final Public Hearing presentation shall reflect the Recommended Improvement Concept and any comments received from the LPA and BCC Work Sessions and LPA Public Hearing. Back up materials and supporting reports shall be provided in a digital editable format acceptable to the County (16) days prior to the scheduled BCC Work Session and the BCC Public Hearing. Ordinances or ordinance revisions shall be provided in a digital editable format acceptable to the County Project Manager twenty-one (21) days prior to the scheduled BCC Work Session and BCC Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall set up displays and other exhibits at least one (1) hour prior to the scheduled Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled BCC meeting time.

2.12 Deliverables

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

- Public Involvement Plan
- Updated Mailing List
- Newsletters (English and Spanish versions)
- Small Group Meeting Material and Minutes (if applicable)
- Webpage Format/Operational Webpage/Webpage CD (Final Web site with Design page)
- Advertisements & News Releases
- Public Information Meeting Materials
 - Exhibits
 - PowerPoint Presentations
 - Comment Forms
 - Handouts
 - Response/Comment Tabulations

- Public Works Senior Staff Presentation Materials, Minutes and Summary
- Local Planning Agency Work Session Presentation and Summary
- Local Planning Agency Public Hearing Presentation and Summary
 - Board of County Commissioners Work Session Presentation and Summary
 - Board of County Commissioners Public Hearing Presentation and Summary

2.13 Pay Items

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

- Public Involvement Plan
- Updated Mailing List
- Newsletters (English and Spanish versions)
- Functioning, Maintained Webpage
- Advertisements & News Releases
- Public Information Meetings and Summaries
- Coordination Meetings and Summaries
- Small Group Meetings and Summaries (if applicable)
- Public Works Senior Staff Presentation and Summary
- Local Planning Agency Work Session Presentation and Summary
- Local Planning Agency Public Hearing Presentation and Summary
- Board of County Commissioners Work Session Presentation and Summary
- Board of County Commissioners Public Hearing Presentation and Summary

3.0 Data Collection

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

Prior to the presentation to executive staff, the Consultant shall conduct a field review with County project staff to identify features proposed in the Recommended Concept.

3.1 Aerial Photography / Base Maps

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

The Consultant shall prepare color aerial photography on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be used to present the overall project concept and the final recommended improvement alternative to the public at the various public meetings. The color photography shall be manipulated with a gray-cast background for the right-of-way identification maps. Both shall be provided to the County in digital format on CD or USB flash or portable drive acceptable to the County.

3.2 Existing Roadway Characteristics

The Consultant shall conduct field investigations to collect all pertinent information on existing roadway characteristics (including structures where applicable) necessary to develop, evaluate and compare the alternative improvement concepts.

All pedestrian infrastructure (i.e., sidewalks, curb ramps, street crossings, etc.) located within the project limits and public rights-of-way shall be evaluated to determine compliance with current Americans with Disabilities Act (ADA) standards. If the subject areas appear to be non-compliant with the current ADA standards, the Consultant shall notify the County Project Manager in writing advising the Public Work's ADA Coordinator or designee of the existing non-compliant features for further review and assessment.

The roadway data shall be compiled, documented and mapped on the aerial photography base maps for public presentations.

3.3 Traffic Data

The Consultant shall collect the traffic data and develop the traffic factors and design traffic projections listed below:

3.3.1 Traffic Counts

The Consultant shall review FDOT's traffic forecasts for the State Road 50 widening project (West Colonial Drive) and shall include consideration of FDOT's traffic counts at the intersection of West Colonial Drive and Avalon Road in the traffic study. The Consultant shall collect and analyze a combination of 72-hour classification counts and eight (8) hour turning movement counts (by 15-minute increments). All traffic count locations shall be identified by map in the Design Traffic Engineering Report.

- **72-hour Count Locations and Turning Movement Count Locations (vehicular, pedestrian and bicycle for am and pm, mid-day for school locations)**

72 Hour Count Locations

- Avalon Road from West Colonial Drive to Country Garden Apartments Drive
- Avalon Road from Country Garden Apartments Drive to Rolling Rock Road
- Avalon Road from Rolling Rock Road to Coscester Street

Turning Movement Count Locations (minimum eight [8] hour)

- The intersection of Avalon Road and West Colonial Drive (SR 50)
- The intersection of Avalon Road and Country Garden Apartments Drive
- The intersection of Avalon Road and Rolling Rock Road
- The intersection of Avalon Road and Possum Holler Road

The Consultant shall also be prepared to collect turning movement counts at one (1) additional intersections based on the results of this initial data collection effort.

3.3.2 Traffic Factors

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

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

3.3.3 Design Traffic Projections

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

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

| | | |
|--------------|---|------|
| Opening Year | – | 2025 |
| Interim Year | – | 2035 |
| Design Year | – | 2045 |

The Consultant shall also prepare peak hour turning movement forecasts for each major intersection using the latest FDOT TURNS spreadsheet. Unsignalized intersections shall be evaluated for signal warrant possibility. The Consultant shall perform an intersection LOS analysis, as well as other performance indicators, and provide a recommendation for the preferred method of traffic control (roundabout, two way stop control, all way stop control or signalization) for each of the above listed intersections using the appropriate software as approved by the County. Furthermore, the intersection operational analysis (for both the Build and No-Build concepts) shall establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

3.3.4 Crash Data

The Consultant shall collect and analyze Signal 4 analytic data provided by the County for the most recent three (3) years. Crash diagram summaries shall be provided for each identified high crash area. The crash data collected shall include, at a minimum, the total number of crashes within the Study area and a summary of the crashes by type, location, fatalities, injuries, cause and conditions, and shall be included in the *Design Traffic Technical Memorandum*.

3.3.5 Design Traffic Technical Memorandum

The Consultant shall summarize the traffic data, travel forecasting and crash analysis activities in a *Design Traffic Technical Memorandum* that shall be submitted to the County for review and comment two weeks prior to scheduling the Kick-Off Alternatives Information Public Meeting and updated two (2) months following the Kick-off Alternatives Information Public Meeting. Comments on the updated *Design Traffic Technical Memorandum* shall be addressed in the *Design Traffic Engineering Report*.

3.3.6 Design Traffic Engineering Report

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

3.4 Utilities

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

- Overhead: transmission lines, microwave towers, etc.
- Land Surface: utility boxes, valves and shut-offs, potable or irrigation water supply wells, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, etc.

The Consultant shall coordinate with Orange County Utilities to:

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

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

3.5 Bridges and Structures – Not used.

3.6 Transportation Plans

The Consultant shall review and document plans, including the Orange County Trails Master Plan, for all modes of transportation including automobile, truck/freight, transit, bicycle/pedestrian and other non-motorized vehicles and modes. The information received from these plans shall be used to identify the conformance of this project to applicable transportation plans and to develop and evaluate the alternative improvement concepts. The Consultant shall document this investigation and its conclusions in the *Avalon Road Roadway Conceptual Analysis Report*.

3.7 Existing Multimodal Accommodations and Services

The Consultant shall research, evaluate and document the locations and conditions of existing and planned pedestrian, bicycle, trail, and public transportation accommodations and services within the vicinity of the Study area including, but not limited to, sidewalks, pedestrian crossings, paved shoulder widths, signed bike routes, park-and-ride lots and transit bus routes and stops. The Consultant shall also observe, document and map pedestrian and bicycle activity and travel patterns within the vicinity of the Study area. This information, along with a review of the County's adopted Trails Master Plan, will be used to identify potential multimodal improvements and connections to existing and planned multimodal infrastructure, if applicable.

3.8 Soil Survey and Geotechnical Data

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

The Consultant shall also perform one (1) soil boring to a depth of 15 feet for each proposed stormwater retention pond site. For this study, it is assumed that up to four (4) locations shall be evaluated as preferred (two [2] primary and two [2] alternative) pond sites.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the *Avalon Road Roadway Conceptual Analysis Report*. This section shall document existing soil, geotechnical and boring results and shall contain preliminary stormwater/drainage recommendations, including pond siting recommendations, relevant to the project.

3.9 Environmental Site Assessment

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) including Sanborn Maps, if available, and any data contained on the FDEP websites for the properties affected by each alignment being considered. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the *Avalon Road Roadway Conceptual Analysis Report*.

3.10 Land Use / Development Plans

The Consultant shall review all relevant land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement and multiuse trail. Land use information may be found in the following sources: comprehensive and future land use plans, proposed development plans, zoning regulations, special area studies / plans and preliminary and final plats. This information shall be updated as needed during the Study period, documented on the aerial base maps and included in the Conceptual Analysis Report.

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

3.11 Cultural Facilities

The Consultant shall conduct a desk-top review of cultural facilities that are located within the vicinity of the Orange Avenue study area. Cultural facilities shall include, but not be limited to, trails, parks, schools and recreational areas as well as the neighborhoods they serve. Information relevant to this Study shall be mapped and documented in the *Avalon Road Roadway Conceptual Analysis Report*.

3.12 Archaeological and Historic Features

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

3.13 Hydrologic and Natural Features

The Consultant shall review existing information, including, but not limited to, the data and maps of the US Army Corps of Engineers, Florida Natural Areas Inventory, St. Johns River and South Florida Water Management District Databases, Florida Department of Environmental Protection, Florida Land Use and Cover Classification Systems, Natural Resources Conservation Service, Orange County Stormwater including Federal Emergency Management Agency basin studies, Florida Fish and Wildlife Conservation Commission Habitat Model Data, US Fish and Wildlife IPaC tool and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations to identify significant hydrologic and natural features found within the study area.

The Consultant shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, the Consultant shall document and map the location(s) and extent relative to the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Wildlife Corridors
- Wildlife Crossing Recommendation(s)
- Critical and Strategic Habitat
- Conservation, Refuge and Management Areas
- Mitigation Sites / Conservation Easements
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls
- Recommendations for the Maintenance of Watershed Water Flows and Volumes

Wildlife Corridor shall be defined as a route that permits the direct travel or spread of animals or plants from one area or region to another, either by the gradual spread of a population of a species along the route or by actual movement of animals, seeds, pollen, spores or microbes, as defined in Florida's State Wildlife Action Plan (formerly Comprehensive Wildlife Conservation Strategy). Critical and Strategic Habitat shall be defined as areas designated or proposed in accordance with the US Fish and Wildlife Endangered Species Act or FWC modeled areas of habitat that have been identified as essential to sustain a minimum viable population for focal terrestrial vertebrate species that were not adequately protected on existing conservation lands, respectively.

The Consultant shall make recommendations as appropriate, to accommodate, wildlife crossing(s) and to preserve wildlife corridors.

The Consultant shall document offsite and bypass drainage features occurring within the study corridor and shall make recommendations to preserve and maintain water flows and volumes within watersheds.

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

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

3.14 Threatened and Endangered Species

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. If the review identifies the potential presence of threatened or endangered plant or animal species, the Consultant shall document and map their locations relative to the findings/recommendations in Section 3.13. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document in report and map format, in the *Avalon Road*

Roadway Conceptual Analysis Report, all information that may influence the location and evaluation of alternative improvement concepts.

3.15 Deliverables

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

- Color and gray-cast Aerial Base Map
- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Environmental Site Assessment Report
- Wildlife Crossing Recommendation(s)
- Wildlife Corridors and Critical and Strategic Habitat, Management Areas and Mitigation Sites
- Mapping and Documentation of:
 - Existing road characteristics
 - Existing and proposed utilities
 - Hazardous materials areas
 - Land use plans
 - Cultural features including trails
 - Archaeological and Historical Sites
 - Hydrologic and Natural Features
 - Wildlife Corridors and Critical and Strategic Habitat
 - Threatened & Endangered Species
 - Utilities

3.16 Pay Items

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

- Color and gray-cast Aerial Base Map
- Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Environmental Site Assessment Report
- Wildlife Crossing Recommendation(s)
- Wildlife Corridors and Critical and Strategic Habitat, Management Areas, and Mitigation Sites
- Mapping and Documentation of:
 - Existing road characteristics
 - Existing and proposed utilities
 - Hazardous materials areas

- Land use plans
- Cultural features including trails
- Archaeological and Historical Sites
- Hydrologic and Natural Features
- Wildlife Corridors and Critical and Strategic Habitat
- Threatened & Endangered Species
- Utilities

4.0 Right-of-Way Engineering Projects (Right-of-Way Identification Maps)

4.1 Right-of-Way Mapping

The Consultant shall prepare a Right-of-Way Identification (I.D.) Map for the entire project area at a scale of 1" = 40' or at a scale approved by the County Project Manager. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall include identification of the right-of-way required for the multiuse trail within this project. The Consultant shall submit 60%, 90% and 100% progress review submittals of the Right-of-Way I.D. Maps in 11 inch x 17 inch format. Electronic copies in PDF format and a disc containing electronic copies in CAD Autodesk – Civil 3D 2015 shall be provided at 100% submittal.

Sufficient control data shall be shown on the final Right-of-Way I.D. Map to allow the Consultant/County to prepare legal descriptions and parcel sketches for individual parcels with no additional field information needed.

The Consultant shall update and modify legal descriptions, parcel sketches and Right-of-Way I.D. Maps as needed until final 100% submittal.

4.2 Parcels

4.2.1 Review of Title Work

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

4.2.2 Legal Descriptions and Parcel Sketches (Not Used)

4.2.3 Parcel Staking for Appraisal (Not Used)

4.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement existing survey data. All survey information shall be recorded in cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County and must be submitted with the Final Right-of-Way I.D. Map/miscellaneous surveys and be signed and sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disc. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the County Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run (if required) and Final Right-of-Way I.D. Maps/miscellaneous surveys.

The Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction/survey at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections and changes in direction including the limits of the property required for the proposed multiuse trail. Stationing shall be shown on the Right-of-Way I. D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the County Project Manager. The centerline of construction/survey shall be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final Right-of-Way I.D. Maps/miscellaneous surveys. Map Dimensions shall be shown in U.S. feet.

4.4 Minimization of Compensable Impacts

The Consultant shall, in coordination with the Orange County Project Manager, coordinate with Orange County Public Works Engineering, the County Attorney's Office and Orange County Real Estate early in the final design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to acquisition (e.g., retaining walls instead of fill slope easements, closed drainage instead of ditch systems, etc.) to determine the most cost effective option(s) to meet the project needs.

The Consultant shall perform the following services during this phase:

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

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

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

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

4.5 Changes to Documents during Right-of-Way Acquisition (Not Used)

4.6 Deliverables

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

- Right-of-Way I.D. Maps (60%, 90%, 100%)/miscellaneous surveys in PDF format and three (3) hardcopy paper sets with each submittal – signed and sealed at 100%.
- Right-of-Way Survey Field Books. In original format signed and sealed.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.) In original format signed and sealed.
- Title Work for Parcels where parcel takes are involved. In PDF format. Depict all encumbrances (if any) found in Title Work on Right-of-Way I.D. Maps, Sketches and Surveys.
- Electronic PDF and CAD format on disc at project completion of all final set(s).

4.7 Pay Items

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

- Right-of-Way Identification Maps
- Right-of-Way Survey Field Books
- Right-of-Way Computation Books
- Real Estate Evaluation Documentation

5.0 Corridor Analysis and Project Need Documentation

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

The Corridor Analysis activities shall identify the improvement need, the existing and projected travel demand, the current and projected land use development patterns and the presence of any environmental, cultural, archaeological/historical, hydrologic and natural sensitive area(s) within the corridor.

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

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

Characteristics of the Study Area

- Existing Road Characteristics
- Crash Data
- School and Public Transportation
- Existing and Proposed Utilities
- Existing Transportation and Long Range Plans
- Geotechnical Data
- Areas of Potential Contamination
- Existing and Proposed Land Uses, Zoning and Development Project Boundaries
- Cultural Features including Trails
- Archeological and Historic Features
- Demographic Data
- Wildlife Corridors
- Critical and Strategic Habitat
- Threatened and Endangered Species

Corridor Analysis

- Project Need
- Existing and proposed travel demand
- Current and projected development patterns
- Improvement Opportunities, Alternatives and Constraints

- Summary of Public Involvement to date

5.1 Deliverables

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

- Corridor Analysis Technical Memorandum

5.2 Pay Items

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

- Corridor Analysis Technical Memorandum

6.0 Improvement Alternatives Development and Analysis

The Consultant shall perform the following tasks to develop, analyze and compare alternative improvement concepts within the Avalon Road corridor and in consideration of the ROW widths presented in the Lakeside Village Specific Area Plan. As one alternative, the Consultant shall consider Transportation Systems Management (TSM). The TSM analysis shall evaluate side street intersections and traffic signal improvements as possible alternatives. All alternatives shall consider and demonstrate the capacity to comply with ADA standards. The Consultant shall document in the ***Avalon Road Roadway Conceptual Analysis Report*** any design criteria utilized in the analysis process for roadway and drainage improvement concepts.

6.1 Alternative Typical Sections

Based on the draft Design Traffic Technical Memorandum and Corridor Analysis Technical Memorandum, drainage considerations, transit and multimodal needs and other available information, the Consultant shall consider alternative typical sections and shall develop up to two (2) alternative typical sections that can be contained within the existing Avalon Road right-of-way. The typical sections shall be consistent with the October 23, 2007, Interlocal Agreement between Orange County, Florida and the City of Winter Garden, Florida for County Road 545 Road Project from the West Boundary of Carriage Pointe to SR 50. The Consultant shall then evaluate these two alternatives using criteria that shall include but not be limited to access management, right-of-way requirements, offsite and bypass drainage systems and traffic volumes. The analysis shall be documented in the ***Avalon Road Roadway Conceptual Analysis Report*** and submitted to the County with a recommendation of viable typical sections.

6.2 Access Management Determination

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define alternative access management concepts for the County that may be applicable to this project.

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

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

6.3 Develop Alternative Alignment Improvement Concepts

The Consultant shall develop up to three alignment improvement concepts which utilize the existing Avalon Road right-of-way to the greatest extent possible. The improvement concepts shall be prepared on the aerial base maps.

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

6.4 Analyze Alternative Improvement Concepts

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

- Compensable Impacts Analysis - The consultant shall, in coordination with the Orange County Project Manager, coordinate with the County Attorney's Office, Orange County Engineering Division Right-of-Way Section and the Orange County Real Estate Management Division Appraisal Section during the development of the Alternative Improvement Concepts to minimize compensable impacts to private properties associated with each viable alternative. This evaluation effort shall include:
 - Inspection of potential affected properties in the field to determine the extent of compensable impacts on each parcel associated with each viable alternative, and whether such impacts can be reduced in a cost-effective manner.
 - Consideration of site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities that may be impacted by each viable alternative improvement concept, including financial impacts to existing businesses.
 - Meetings with potentially affected property owners to obtain their input on viable alternative alignments and configurations of the proposed improvements in those cases where various options exist, for example, where the shape and location of retention ponds can be configured to meet property owner's preferences.

- Incorporation of comments in the recommended alternative such as to minimize the number and extent of such compensable impacts.

The above described investigations, findings and recommendations shall be documented in the *Avalon Road Roadway Conceptual Analysis Report*.

- Cost Analysis – The Consultant shall develop engineering design and construction cost estimates for each alternative. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. This package shall include a tabulation of potential acquisition parcels and areas (in square feet) for each Alternative Alignment Improvement Concept. The location of each parcel shall be shown on an aerial map. Right-of-way cost estimates shall be provided for each alternative by the County and shall include property values and damages. The cost estimates shall be based on the information in the Right-of-Way Impacts Estimation Package and shall reflect the costs for the year of expenditure. The County will provide the Consultant with escalation/de-escalation factors and production phase schedules for converting present day values to year of expenditure values.
- Conceptual Drainage Analysis – The Consultant shall perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The drainage analysis shall include identification of the facilities required to serve the proposed multiuse trail. This analysis shall also address off-site and bypass systems within each viable alternative corridor including the sizing of closed systems. Pond locations shall be evaluated for each basin (Lake Apopka Drainage Basin) and for up to four (4) pond sites (two [2] primary and two [2] alternative sites). Pond site evaluations shall require coordination with the property owner to determine the owner’s preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics and County standards with regards to the pond slopes and configuration. A matrix shall be developed to compare the cost of each alternative pond site, including property cost and construction cost for the pond, conveyance system and outfall. The findings shall be documented in a Pond Siting Report that shall be appended to the *Avalon Road Roadway Conceptual Analysis Report*. The Consultant shall provide a digital copy of associated Interconnected Channel and Pond Routing (ICPR) model output files to the County.
- Community (social-economic) Impact Analysis – The Consultant shall estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative, including socio-economic data sufficient to determine potential impacts to disadvantaged populations. The right-of-way cost estimate prepared by the County shall reflect the cost of these impacts and the number of each type of impact. The Consultant shall prepare aerial photography with proposed

right-of-way lines for each alternative. The approximate square footage of each potential acquisition shall be provided to the County.

- Computer Enhanced Photographs – The Consultant shall prepare up to three (3) sets of low oblique computer enhanced photographs. These photographs shall be used to convey the existing and future appearance (i.e. visual and aesthetics) of the improvement concept to the public at the various meetings.
- Wetland and/or Upland Impacts – The Consultant shall estimate the acres of wetlands and/or equivalent uplands impacted by each alternative and identify potential mitigation strategies, including costs.
- Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment of each alternative improvement concept and identify potential floodplain compensation alternatives and costs.
- Critical and Strategic Habitat Impact - The Consultant shall quantify/qualify the potential impacts to US Endangered Species Act critical habitats and FWC identified strategic habitat associated with each alternative, and shall identify potential alignment alternatives and/or mitigation strategies and costs.
- Wildlife Corridor Impact - The Consultant shall quantify/qualify the potential impacts to wildlife corridors associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify engineered controls and other means of preserving wildlife corridors.
- Threatened & Endangered Species Impacts – The Consultant shall quantify/qualify the potential impacts to threatened and endangered plant and animal species and their habitats associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify permissibility of impacts of the recommended alignment to Threatened and Endangered Species.
- Archaeological and Historic Feature Impacts – The Consultant shall estimate the location and extent of impacts caused to significant archaeological or historical structures or sites. The Consultant shall identify alternatives to avoid, minimize and/or mitigate impacts and shall identify costs associated with each alternative.
- Contaminated Sites Impacted – The Consultant shall identify the location of any contaminated or potentially contaminated sites, known extent of contaminated soil, groundwater and/or surface water and the location of pollutant storage tanks or other regulated materials storage areas or vessels in each alternative and shall recommend whether a Phase II Environmental Site Assessment is necessary.

- Geotechnical Analysis – The Consultant shall evaluate the suitability of the soil underlying each alternative for roadway and pond construction.

6.5 Alternatives Comparison Matrix

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

6.6 Deliverables

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

- TSM Alternative Analysis
- No Build Alternative
- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Improvement Concepts and Maps, to include:
 - Right-of-Way Impacts Estimation Package
 - Cost Analysis
 - Conformance to Transportation Plans Analysis
 - Land Use and Development Plan Analysis
 - Community Needs and Preferences Analysis
 - Conceptual Drainage Analysis and Pond Siting Report
 - Community Impact Analysis
 - Computer Enhanced Photographs
 - Wetlands and/or Upland Impact Analysis
 - Floodplain Impact of Alternatives
 - Critical and Strategic Habitats Impact Analysis
 - Wildlife Corridor Impact Analysis
 - Threatened and Endangered Species Impact of Analysis
 - Archaeological and Historic Feature Analysis
 - Contaminated Sites Analysis
 - Geotech Analysis
 - Draft and Final Alternatives Comparison Matrix
- Digital Copy of ICPR Output Files

6.7 Pay Items

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

- TSM Alternative Analysis
- No Build Alternative
- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Improvement Concepts and Maps, to include:
 - Right-of-Way Impacts Estimation Package
 - Cost Analysis
 - Conformance to Transportation Plans Analysis
 - Land Use and Development Plan Analysis
 - Community Needs and Preferences Analysis
 - Conceptual Drainage Analysis and Pond Siting Report
 - Community Impact Analysis
 - Computer Enhanced Photographs
 - Wetlands and/or Upland Impact Analysis
 - Floodplain Impact
 - Critical and Strategic Habitats Impact Analysis
 - Wildlife Corridor Impact Analysis
 - Threatened and Endangered Species Impact of Analysis
 - Archaeological and Historic Feature Analysis
 - Contaminated Sites Analysis
 - Geotech Analysis
 - Draft and Final Alternatives Comparison Matrix
- Digital Copy of ICPR Output Files

7.0 Recommended Alternative Improvement Evaluation

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

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

7.1 Roadway Conceptual Analysis Report

One primary document entitled the *Avalon Road Roadway Conceptual Analysis Report* shall be prepared. This document shall record all public involvement activities, alternatives developed, analysis efforts, and the final recommendation. A report outline shall be submitted to the County Project Manager for review and approval prior to initiating documentation. It shall contain summaries and recommendations pertaining to the recommended alternative and potential impacts associated with it. The Consultant shall prepare the draft *Avalon Road*

Roadway Conceptual Analysis Report documenting all activities leading to and including all comments received from the public to that point and the selection of the recommended improvement concept. The draft report shall be prepared two (2) months prior the Recommended Improvement Concept Public Meeting to allow the County's review comments to be incorporated into the draft document which shall be available for review at that meeting.

The **Avalon Road Roadway Conceptual Analysis Report** shall be amended, if necessary, in accordance with the results of the Recommended Improvement Concept Public Meeting and subsequent LPA Work Session and Public Hearing. Five (5) paper and twenty (20) digital copies of the draft report shall be submitted to the County Project Manager sixteen (16) days prior to the LPA Work Session, LPA Public Hearing, BCC Work Session and BCC Public Hearing respectively. To the maximum extent possible, all draft documents shall be updated by modifying and inserting adjusted pages into the previously submitted documents. Digital copies shall be delivered on CD or USB flash or portable drive acceptable to the County and may be similarly updated for each submittal.

Following the LPA and BCC Public Hearings and final action by the BCC, the Consultant shall finalize the **Avalon Road Roadway Conceptual Analysis Report** by formally documenting BCC action and the public involvement process, including all comments received up to and during the LPA and BCC Public Hearings.

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

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

- Public Involvement
- Existing Conditions
- Project Need
- Utilities
- Conformance with Transportation and Long Range Plans
- Land Use and Development Patterns
- Existing and Proposed Land Uses
- Community Needs and Preferences
 - Geotechnical Considerations
 - Utilities Analysis
 - Environmental Site Assessment Issues
 - Cultural Features including Trails
 - Archeological and Historic Features
 - Hydrologic and Natural Features
 - Critical and Strategic Habitat

- Wildlife Corridors
- Threatened and Endangered Species
- Corridor Analysis
- Alternative Typical Sections
- Alternative Alignment Improvement Concepts
- TSM Analysis
- No Build Concepts
- Access Management Alternatives
- Alternative Drainage and Pond Concepts
- Analysis and Comparison of Alternatives (Including Costs and Impacts)
- Recommended Alternative Improvement Concept and Map
- Right-of-Way Identification Map
- Cost Estimates
- Design and Construction Schedules

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

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

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

7.2 Cost Estimates and Final Design Schedule

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

7.3 Final Recommended Improvement Concept Map

The Consultant shall prepare a Recommended Improvement Concept Map that shall graphically depict the location of the roadway and trail, their alignment and the proposed improvements two (2) weeks prior to the Recommended Concept Public Meeting. The map shall be prepared in a strip-map format at a scale of 1” = 50’. The Recommended Improvement Concept Map shall show the location of median openings (identified as to full or directional), signalization, lane configurations, pedestrian/bicycle facilities, transit facilities, potential

pond/mitigation/flood plain compensation sites, wildlife corridors, critical and strategic habitat, utility strips, privacy walls and any other project elements identified for inclusion in the final design of the roadway. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Recommended Improvement Concept Map. A draft version of the Recommended Improvement Concept Map shall be prepared by the Consultant two (2) months prior to the Recommended Improvement Concept Public Meeting to allow for review by the County and incorporation of any review comments prior to the Public Meeting. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager sixteen (16) days prior to the LPA Public Hearing, if necessary, to reflect adjustments arising from the Recommended Concept Public Meeting and the LPA Work Session respectively. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager sixteen (16) days prior to the BCC Public Hearings to reflect any adjustments arising from LPA Public Hearing, if necessary.

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

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

7.4 Deliverables

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

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

7.5 Pay Items

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

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

8.0 Project Schedule

The Consultant shall submit all required deliverables and provide specified services within 360 calendar days from the date of the written Notice to Proceed from the County.

TABLE OF DELIVERABLES

Technical Memoranda, Reports, Maps and Graphics

| | |
|--|--------------------|
| <i>Public Involvement Plan Technical Memorandum</i> | <i>2/1 Copies</i> |
| <i>Color Aerial Base Map – Hard Copy /Digital</i> | <i>2/1 Copies</i> |
| <i>Geotechnical Report</i> | <i>4/1 Copies</i> |
| <i>Geotechnical Maps</i> | <i>0/1 Copy</i> |
| <i>Environmental Site Assessment Report</i> | <i>5/1 Copies</i> |
| <i>Design Traffic Technical Memorandum</i> | <i>5/1 Copies</i> |
| <i>Design Traffic Engineering Report</i> | <i>5/1 Copies</i> |
| <i>Existing Road Characteristics Map(s)</i> | <i>0/1 Copy</i> |
| <i>Existing and Proposed Utilities Map(s)</i> | <i>0/1 Copy</i> |
| <i>Hazardous Materials Areas Map(s)</i> | <i>2/1 Copies</i> |
| <i>Land Use, Zoning and Development Plans Map(s)</i> | <i>0/1 Copy</i> |
| <i>Demographic data Map(s)</i> | <i>0/1 Copy</i> |
| <i>Cultural Features Map(s)</i> | <i>0/1 Copy</i> |
| <i>Archaeological and Historical Sites Map(s)</i> | <i>0/1 Copy</i> |
| <i>Hydrologic and Natural Features Report</i> | <i>5/1 Copies</i> |
| <i>Hydrologic and Natural Features Map(s)</i> | <i>0/1 Copy</i> |
| <i>Critical and Strategic Habitats Map(s)</i> | <i>0/1 Copy</i> |
| <i>Wildlife Corridor Map(s)</i> | <i>0/1 Copy</i> |
| <i>Threatened and Endangered Species Report</i> | <i>5/1 Copies</i> |
| <i>Threatened & Endangered Species Map(s)</i> | <i>0/1 Copy</i> |
| <i>Pond Siting Report</i> | <i>5/1 Copies</i> |
| <i>Corridor Analysis Technical Memorandum</i> | <i>5/1 Copies</i> |
| <i>Alternative Typical Sections</i> | |
| <i>Draft sets</i> | <i>1/Iteration</i> |
| <i>Final set</i> | <i>1/1 Copy</i> |
| <i>Access Management Maps</i> | |
| <i>Draft Concept sets</i> | <i>1/Iteration</i> |
| <i>Final set</i> | <i>2/1 Copies</i> |
| <i>Alternative Alignment Maps</i> | |
| <i>Draft sets</i> | <i>1/Iteration</i> |
| <i>Final set</i> | <i>2/1 Copies</i> |
| | |
| <u>Right-of-Way Cost Estimation Package</u> | <i>3 Copies</i> |
| | |
| <i>Alternative Improvement Concepts Analysis</i> | |
| <i>Cost Analysis of Alternatives</i> | |
| <i>Draft</i> | <i>2/Iteration</i> |
| <i>Final</i> | <i>2/1 Copies</i> |

| | |
|--|---------------------------|
| <i>Conceptual Drainage Analysis of Alternatives</i> | <i>2/1 Copies</i> |
| <i>ICPR Output Files</i> | <i>2/1 Copies</i> |
| <i>Community Impact Analysis of Alternatives</i> | <i>2/1 Copies</i> |
| <i>Computer Enhanced Photographs</i> | |
| <i>Existing Conditions 18" X 22" (3) Locations</i> | <i>1/1 Copy/Site</i> |
| <i>Enhanced Photographs</i> | |
| <i>Drafts 11"X17"</i> | <i>2/1 Iteration/Site</i> |
| <i>Final 18"X22"</i> | <i>1/1 Copy/Site</i> |
| <i>Wetlands Impact Analysis of Alternatives</i> | <i>0/1 Copy</i> |
| <i>Uplands Impact Analysis of Alternatives (If Applicable)</i> | <i>0/1 Copy</i> |
| <i>Floodplain Impact of Alternatives</i> | <i>0/1 Copy</i> |
| <i>Threatened and Endangered Species Impact Analysis of Alternatives</i> | <i>0/1 Copy</i> |
| <i>Archaeological and Historical Feature Analysis of Alternatives</i> | <i>0/1 Copy</i> |
| <i>Contaminated Sites Alternatives Analysis</i> | <i>0/1 Copy</i> |
| <i>Geotech Alternatives Analysis</i> | <i>0/1 Copy</i> |
| <i>Alternatives Comparison Matrix</i> | |
| <i>Draft</i> | <i>2/1 Iteration</i> |
| <i>Final</i> | <i>2/1 Copies</i> |

Public Involvement

| | |
|---|---------------------------|
| <i>Mailing List updates</i> | <i>Ongoing</i> |
| <i>Newsletters (5 issues) Draft</i> | <i>5English/1Spanish</i> |
| <i>Newsletters (5 issues) Final</i> | <i>110% + 50 + 10%</i> |
| <i>English/Spanish) Copies/Issue</i> | |
| <i>Webpage Format – Hard Copy/Digital</i> | <i>0/1 Copy</i> |
| <i>Operational Webpage</i> | <i>Link</i> |
| <i>Advertisements – News Releases – Draft/Final</i> | <i>4/4</i> |
| <i>Public Meeting Exhibits</i> | <i>as Required</i> |
| <i>Public Meeting PowerPoint (2 presentation files)</i> | |
| <i>Draft – Hard Copy/Digital</i> | <i>4/1 per Iteration</i> |
| <i>Final – Hard Copy/Digital</i> | <i>4/1 per Meeting</i> |
| <i>Public / Community Meeting</i> | |
| <i>Comment Form 2 meetings) – Draft English-Spanish/Final</i> | <i>4/1/50 Copies</i> |
| <i>Public / Community Meeting</i> | |
| <i>Handout (2 meetings) – Draft English-Spanish/Final</i> | <i>4/1/50 per Meeting</i> |
| <i>Response/Comment Tabulations (2 meetings)</i> | <i>4 Copies/Meeting</i> |
| <i>Senior Staff Presentation</i> | <i>1/1</i> |
| <i>LPA Work Session Power Point</i> | |
| <i>Draft – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>Final – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>LPA Public Hearing Power Point</i> | |
| <i>Draft – Hard Copy/Digital</i> | <i>4/1</i> |

| | |
|---------------------------------------|------------|
| <i>Final – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>BCC Work Session Power Point</i> | |
| <i>Draft – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>Final – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>BCC Public Hearing Power Point</i> | |
| <i>Draft – Hard Copy/Digital</i> | <i>4/1</i> |
| <i>Final – Hard Copy/Digital</i> | <i>4/1</i> |

Roadway Conceptual Analysis Report

| | |
|---|------------------------------|
| <i>Draft Report prior to the Recommended Concept Public Meeting</i> | <i>5/1 Copies (Rev. Set)</i> |
| <i>Updated Draft Report prior to LPA Work Session</i> | <i>5/20 Copies</i> |
| <i>Updated Draft Report prior to LPA Public Hearing</i> | <i>5 Copies (Rev. Set)</i> |
| <i>Updated Draft Report prior to BCC Work Session</i> | <i>5/20 Copies</i> |
| <i>Updated Draft Report prior to BCC Public Hearing</i> | <i>5 Copies (Rev. Set)</i> |
| <i>Final Report following BCC Public Hearing</i> | <i>8/8 Copies/Digital</i> |

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

Cost Estimates and Project Schedules

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

Field Notes and Field Data

| | |
|---|-------------------|
| <i>Orange County Field and Computation Books – Original</i> | <i>1/1 Copy</i> |
| <i>Raw Field Data – Hard Copy</i> | <i>3/1 Copies</i> |

Raw Field Data – Digital File

1/1 Copy

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

30% Submittal – Paper, Full and Half Sized

3/3 Copies

60% Submittal – Paper, Full and Half Sized

3/3 Copies

90% Submittal – Paper, Full and Half Sized

3/3 Copies

100% Submittal – Paper, Full and Half Sized

3/3 Copies

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

Hard Copy – Paper, Full Sized (Signed and Sealed)

3/1 Copies

Hard Copy – Paper, Laminated Covers, Half Size (S & S)

4/1 Copies

Digital Files – CAD Autodesk – Civil 3D 2015

1/1 Copy

EXHIBIT "B" – PROPOSAL

ORANGE COUNTY PUBLIC WORKS DEPARTMENT ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY

Project Name:

Project Date:

Date:

| Act # | ACTIVITY | Project Mgr. | | Project Engr. | | Engineer | | CADD Tech. | | Clerical | | Man-Hours by Activity | Salary Cost by Activity | Avg. Hourly Rate |
|---------------------------------|------------------------------------|--------------|-------------|---------------|-------------|-----------|-------------|------------|-------------|-----------|-------------|-----------------------|-------------------------|------------------|
| | | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | | | |
| 1 | Administration | | | | | | | | | | | | | |
| 2 | Public Involvement | | | | | | | | | | | | | |
| 3 | Data Collection | | | | | | | | | | | | | |
| 4 | Surveying and Mapping | | | | | | | | | | | | | |
| 5 | Corridor Analysis | | | | | | | | | | | | | |
| 6 | Improvement Alternatives | | | | | | | | | | | | | |
| 7 | Recommended Improvement Evaluation | | | | | | | | | | | | | |
| TOTAL MAN-HOURS AND COST | | | | | | | | | | | | | | |

TOTAL COST BY ACTIVITY

| | | | |
|---|-------------------------------|----|--|
| 1 | Administration | \$ | |
| 2 | Public Involvement | \$ | |
| 3 | Data Collection | \$ | |
| 4 | Surveying and Mapping | \$ | |
| 5 | Corridor Analysis | \$ | |
| 6 | Improvement Alternatives | \$ | |
| 7 | Recommended Improvement Eval. | \$ | |

TOTAL CONTRACT FEE \$

Total Contract Fee Computations

| | |
|--------------------------------|--------------------------------|
| Total Salary Cost | \$ <u> </u> |
| Overhead (___%) | \$ <u> </u> |
| Subtotal | \$ <u> </u> |
| Operating Margin (___%) | \$ <u> </u> |
| Subtotal | \$ <u> </u> |
| Direct Expenses | \$ <u> </u> |
| Total Prime Consultant | \$ <u> </u> |

| | |
|--------------------------|--------------------------------|
| Subconsultant Fee | \$ <u> </u> |
| Subconsultant Fee | \$ <u> </u> |
| Subconsultant Fee | \$ <u> </u> |
| Subconsultant Fee | \$ <u> </u> |
| Subconsultant Fee | \$ <u> </u> |

TOTAL CONTRACT FEE \$

EXHIBIT "B" – PROPOSAL

ORANGE COUNTY PUBLIC WORKS DEPARTMENT ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY

Sheet 1

From _____ To _____

Project Number: _____ Consultant: _____ Date: _____

| <u>ACTIVITY</u> | PAY ITEM | (Prime) | (Sub) | (Sub) | (Sub) | (Sub) | ITEM TOTAL | ACT. TOTAL |
|--|--|---------|-------|-------|-------|-------|---------------|---------------|
| 1.0 Administration | Notice to Proceed Meeting | | | | | | | |
| | Project Status Meetings/Minutes | | | | | | | |
| | RCA Project Schedule | | | | | | | |
| 2.0 Public Involvement | Public Involvement Plan | | | | | | | |
| | Updated Mailing List | | | | | | | |
| | Functioning, Maintained Webpage | | | | | | | |
| | Newsletters | | | | | | | |
| | Advertisements - News Releases | | | | | | | |
| | Public Information Meetings | | | | | | | |
| | Coordination Meetings | | | | | | | |
| | Small Group Meetings | | | | | | | |
| | Senior Staff Presentation | | | | | | | |
| | LPA Work Session PowerPoint Presentation | | | | | | | |
| | LPA Public Hearing PowerPoint Presentation | | | | | | | |
| | BCC Work Session PowerPoint Presentation | | | | | | | |
| | BCC Public Hearing PowerPoint Presentation | | | | | | | |
| 3.0 Data Collection | Color and Grey Cast Aerial Base Map | | | | | | | |
| | Design Traffic Technical Memorandum | | | | | | | |
| | Design Traffic Engineering Report | | | | | | | |
| | Geotechnical Reports and Maps | | | | | | | |
| | Environmental Site Assessment Report | | | | | | | |
| | Maps | | | | | | | |
| 4.0 Surveying and Mapping | Field Survey | | | | | | | |
| | Right-of-Way Identification Maps | | | | | | | |
| | Field Books and Field Data | | | | | | | |
| 5.0 Corridor Anal. & Project Need Doc. | Corridor Analysis Technical Memorandum | | | | | | | |

Sheet 2

Sheet 2

EXHIBIT "B" – PROPOSAL

ORANGE COUNTY PUBLIC WORKS DEPARTMENT ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY

| ACTIVITY | PAY ITEM | (Prime) | (Sub) | (Sub) | (Sub) | (Sub) | ITEM TOTAL | ACT. TOTAL |
|---|--|---------|-------|-------|-------|-------|------------|------------|
| 6.0 Improvement Alternatives Development Analysis | Alternative Typical Sections | | | | | | | |
| | Access Management, Evaluation and Classification | | | | | | | |
| | Alternative Alignment Maps | | | | | | | |
| | Compensable Impacts Analysis | | | | | | | |
| | Right-of-Way Cost Estimation Package | | | | | | | |
| | Cost Analysis of Alternatives | | | | | | | |
| | Concept. Drain. Anal. of Alternatives & Pond Siting Rep. and Digital ICPR Output Files | | | | | | | |
| | Draft & Final Alternatives Comparison Matrix | | | | | | | |
| | Community Impact Analysis of alternatives including Land Uses, Zoning and Development, Transportation Plan and Community Needs and Preferences Analysis. | | | | | | | |
| | Computer Enhanced Photographs | | | | | | | |
| | Wetland/Upland Impact Analysis of Alternatives | | | | | | | |
| | Floodplain Impact Analysis of Alternatives | | | | | | | |
| | Threatened & Endangered Species/Critical and Strategic Habitat/ Wildlife Corridors Impact Anal. of Alt's | | | | | | | |
| | Archaeological and Historical Feature Anal. of Alt's | | | | | | | |
| | Contaminated Sites alternatives Analysis | | | | | | | |
| | Geotech Alternatives Analysis | | | | | | | |
| Draft & Final Alternatives Comparison Matrix | | | | | | | | |
| 7.0 Recommended Improvement Evaluation | Draft Roadway Conceptual Analysis Report | | | | | | | |
| | Updated Draft Roadway Conceptual Anal. Report | | | | | | | |
| | Final Roadway Conceptual Analysis Report | | | | | | | |
| | Draft Executive Summary | | | | | | | |
| | Updated Draft Executive Summary | | | | | | | |
| | Final Executive Summary | | | | | | | |
| | Recommended Improvement Concept Map Drafts | | | | | | | |
| | Final Recommended Improvement Concept Map | | | | | | | |
| | Final Design Cost Estimate and Schedule | | | | | | | |
| Construction Cost Estimate and Schedule | | | | | | | | |
| TOTAL | | | | | | | | |

CONTRACT

Y17-809

THIS CONTRACT made and entered into this _____ day of _____ 20____,
by and between the:

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

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

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

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires to retain professional consulting services for AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)

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

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

I
SCOPE OF SERVICES/SPECIAL PROVISIONS

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

II
PAYMENT

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum of \$>_____said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PAYMENTS:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.

- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.
- G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

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

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

I. **PRICE ADJUSTMENT**

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County.

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

III

DESIGN WITHIN FUNDING LIMITATIONS

Not Applicable for this Contract

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Assistant Project Manager must be two separate individuals. The Project Manager and Assistant Project Manager must be a combination of a Professional Engineer (P.E.) registered in the State of Florida and a Certified Planner (A.I.C.P.). **For the purposes of this Request for Proposals, the Project Manager and the Assistant Project Manager cannot utilize the same designation while performing services for this requirement.**
- C. Substitution of the Project Manager, Assistant Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2nd Floor, Orlando, FL 32801
 - 2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 3. Direct Purchases: For projects for which construction is valued at \$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Procurement Division at address shown above.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

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

VI
COUNTY'S 'DESIGNATED' REPRESENTATIVE

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

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Prompt written notice by the COUNTY to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

B. TERMINATION FOR CONVENIENCE:

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

C. PAYMENT IN EVENT OF TERMINATION:

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

D. TERMINATION NOTICE

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

VIII
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required

by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

(Note: State licenses can be checked via www.floir.com/companysearch/ 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.
- 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:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

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

The Consultant shall at all times:

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

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

IX

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further

agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

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

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
- 5) Compliance with the County's business ethics; or
- 6) Compliance with applicable state statutes and County Ordinances and regulations.

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

be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

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

X

OWNERSHIP OF DOCUMENTS

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

XI

WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within **360** days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
 - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
 - 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
 - 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

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

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

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

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

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

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

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

XII STANDARDS OF CONDUCT

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

XIII MINORITY/WOMEN EMPLOYMENT PARTICIPATION

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

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

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant with another certified M/WBE firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
 - 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
 - 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

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

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

XIV

ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

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

XV

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

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

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

XVI
EQUAL OPPORTUNITY

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

Further, the CONSULTANT shall abide by the following provisions:

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

XVII
CONTROLLING LAWS

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

XVIII
DISPLACED WORKERS

CONSULTANT has committed to hire >_____ (__) Career Source Central Florida participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-5484 to assist with meeting this requirement.

The BDD Liaison will work with the Career Source Central Florida staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. Career Force Central Florida participants may be employed in any position within the firm but must be hired on a full-time basis.

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

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

XIX

SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the registered SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports and Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Division Manager. In the event a registered SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT with another registered SDV firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contract the Business Development Division Liaison at 407 836-8363 for any questions and/or concerns as it relates to Registered Service Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XX

CONTRACT CLAIMS

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

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The 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.

XXI
AVAILABILITY OF FUNDS

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

XXII
PROHIBITION AGAINST CONTINGENT FEES

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

XXIII
TOBACCO FREE CAMPUS

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

XXIV
VERIFICATION OF EMPLOYMENT STATUS

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

(b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

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

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

XXV

PUBLIC 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 :

400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
ProcurementRecords@ocfl.net

>
>

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature

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

Title

Name Typed or Printed

Date (for County use only)

REQUEST FOR PROPOSALS

#Y17-809-CH

AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)

DUE 2:00 P.M. – February 28, 2017

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNATORY: _____ (Print Name) TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

TIN# _____

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

IDENTIFICATION OF BUSINESS ORGANIZATION:

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

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____

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

| Name | Title | Phone Number |
|------|-------|--------------|
| | | |
| | | |
| | | |

ADDENDUM ACKNOWLEDGEMENT:

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

| | | | |
|--------------------|-------------|--------------------|-------------|
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ | Addendum No. _____ | Date: _____ |

PROJECT TEAM

RFP Project Number: _____

TEAM NAME: _____

Federal I. D. Number: _____
 Is Prime Consultant: a certified M/WBE Firm Yes _____ No _____
 a registered SDV Firm Yes _____ No _____
 Are you utilizing M/WBE credit for this RFP Yes _____ No _____
 If yes, then specify: _____

| <u>PRIME</u> | | | |
|------------------------------------|---|--|---|
| Role | Name and City of Residence of Individual Assigned to the Project | Number of Years Experience | Education, Degree(s) |
| Principle-in-Charge | | | |
| Project Manager | | | |
| Assistant Project Manager | | | |
| Project Construction Administrator | | | |
| Other Key Member () | | | |
| Other Key Member () | | | |
| <u>SUBCONSULTANT</u> | Company Name and Address of Office Handling this Project | If Certified M/WBE specify which; Or If Registered SDV indicate | Name of Individual Assigned to the Project |
| Architecture | | | |
| Mechanical Engineering | | | |
| Electrical Engineering | | | |
| Structural Engineering | | | |
| Civil Engineering | | | |
| Landscape Architecture | | | |
| Other Key Member () | | | |
| Other Key Member () | | | |
| Other Key Member () | | | |

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

LOCATION

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

| PRIME CONSULTANT/ CONTRACTOR (Name & Address) | CITY | COUNTY | STATE ZIP | PERCENTAGE OF WORK ASSIGNED |
|--|-------------|---------------|----------------------|--|
|--|-------------|---------------|----------------------|--|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 1. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 2. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 3. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

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

| | | | | |
|-------------------|-------|-------|-------|--------|
| 1. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 2. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 3. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 4. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 5. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 6. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

| | | | | |
|-------------------|-------|-------|-------|--------|
| 7. _____ _____ | _____ | _____ | _____ | _____% |
|-------------------|-------|-------|-------|--------|

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

LOCATION (continued)

AFFIDAVIT

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

| | |
|--|----------------------------------|
| _____ Authorized Signatory | _____ Name of Proposer |
| _____ Typed or Printed Full Name | _____ Date |
| _____ Title | |

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

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager have served as either the Project Manager or the Assistant Project Manager of the Prime Consulting Firm on two (2) of the similar projects submitted for a substantial majority of the project activities and duration and must have served as the Project Manager for a substantial majority of the project activities and duration for the remaining project submitted 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 ___ No

State of Florida Certified Planner ___ Yes ___ No

Served as: _____ Project Manager _____ Assistant Project Manager

1. Project Name:

Owner:

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

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

Professional Engineer registered in the State of Florida ___ Yes ___ No

State of Florida Certified Planner ___ Yes ___ No

Served as: _____ Project Manager _____ Assistant Project Manager

2. Project Name:

Owner:

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

Design or Consulting Fee:

Design or Consulting Completion Date:
(month/year)

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

| |
|---|
| Professional Engineer registered in the State of Florida <input type="checkbox"/> Yes <input type="checkbox"/> No |
| State of Florida Certified Planner <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Served as: <input type="checkbox"/> Project Manager <input type="checkbox"/> Assistant Project Manager |

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

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

Firm:
Summary of Work:

SIMILAR PROJECTS

ASSISTANT PROJECT MANAGER

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in the similar project description, wherein the proposed Assistant Project Manager must have served as the Project Manager, Assistant Project Manager, Design Engineer or Planner of the Prime Consulting Firm on two (2) of the similar projects submitted for a substantial majority of the project activities and duration and must have served as the Project Manager or Assistant Project Manager for a substantial majority of the project activities and duration for the remaining project with your firm or other firms.

LIST THE ONE ASSISTANT 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 Assistant Project Manager: _____

| | | | | |
|--|--------------------------|-----------------|--------------------------|---------------------------|
| Professional Engineer registered in the State of Florida | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| State of Florida Certified Planner | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Served as: | <input type="checkbox"/> | Project Manager | <input type="checkbox"/> | Assistant Project Manager |

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

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

Firm:
Summary of Work:

Proposed Assistant Project Manager: _____

| |
|---|
| Professional Engineer registered in the State of Florida ___ Yes ___ No |
| State of Florida Certified Planner ___ Yes ___ No |
| Served as: _____ Project Manager _____ Assistant Project Manager |

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

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

Firm:
Summary of Work:

Proposed Assistant Project Manager: _____

| | | | | |
|--|--------------------------|-----------------|--------------------------|---------------------------|
| Professional Engineer registered in the State of Florida | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| State of Florida Certified Planner | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Served as: | <input type="checkbox"/> | Project Manager | <input type="checkbox"/> | Assistant Project Manager |

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

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

Firm:
Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

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

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

PROJECT SCOPE, APPROACH AND UNDERSTANDING

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

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

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

IFB/RFP Number & Title: _____

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

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

The above reflects (Check One): _____ Orange County Workforce _____ Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project? ___ Yes ___ No If yes, how many approximately? _____

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

Form Completed by _____

Name/Title (Printed or Typed)

Signature

Form Approved by _____

Name/Title (Printed or Typed)

Signature

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

However, if the proposer is not a joint venture, check the following block: () NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

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

(a) Profit and loss sharing: _____

(b) Capital contributions, including equipment: _____

(c) Other applicable ownership interests: _____

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

(a) Financial decisions: _____

a. Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

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

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

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

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____

County of _____

AFFIDAVIT

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

Notary Public _____

Commission Expires _____

(Seal)

Date _____

State of _____

County of _____

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

Notary Public _____

Commission Expires _____

(Seal)

DRUG-FREE WORKPLACE FORM

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

Name of Proposer

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

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

Proposer's Signature: _____

Date: _____

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

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

The subcontract will reflect a 72 hour prompt payment clause.

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

M/WBE Subconsultant

Certified Scope(s) of Work

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/2009-21, as modified.

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

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of M/WBE Subconsultant

Date

Printed Name & Title

M/WBE Address

Phone Number/Fax Number

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

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

The subcontract will reflect a 72 hour prompt payment cause.

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

| |
|-------------------------------|
| SDV Sub-consultant |
| Registered Scope(s) of Work |
| Subcontract Percentage/Amount |

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

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

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of SDV Sub-consultant

Date

Printed Name & Title

SDV Address

Phone Number

Fax Number

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)

Case or Bid No. **Y17-809 -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

AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)
Case or Bid No. **Y17-809 -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

AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA)
Case or Bid No. **Y17-809 -CH**

Company Name: _____

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Date: _____

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

PRINT NAME AND TITLE: _____

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

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

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT
EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y17-809 -CH**

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

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

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

Part I

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

Legal Name of Applicant: _____

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

Business Phone () _____

Facsimile () _____

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

Name of Applicant's Authorized Agent:

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

Business Phone () _____

Facsimile () _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y17-809 -CH**

Company Name: _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y17-809 -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. Y17-809-CH, AVALON ROAD ROADWAY CONCEPTUAL ANALYSIS (RCA), AND
TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY
CONSIDERING THIS **CONTRACT** AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO
THIS CONTRACT.

Date: _____

Signature of Proposer

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____

My Commission Expires: _____

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

FORM O
FAQS

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

E VERIFICATION CERTIFICATION

Contract Y17-809-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 Consultant 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: _____

**DISPLACED WORKERS
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For Career Source Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the above individuals are displaced workers

Individual Complete Name:

1. _____

2. _____

3. _____

4. _____

*5. _____

*6. _____

Career Source Central Florida
390 North Orange Avenue, Suite 700
Orlando, FL 32805
407-531-1222

Signature: _____

Printed Name: _____

Date: _____

*Career Source Participants who do not meet specific job qualifications

SAMPLE DO NOT USE

LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y _____

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

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> |
|---|---|

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.

