

ISSUE DATE: December 6, 2018

**NOTICE**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF  
KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE  
BOULEVARD)**

**RFP #Y19-803-CH**

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on January 17, 2019, for PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD).**

**A Non-Mandatory Pre-Proposal Conference** will be held **December 14, 2018, at 10:00 AM** at the **Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839**. Interested Proposers are encouraged to attend.

Proposals will be accepted at:

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

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

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

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.  
Manager, Procurement Division

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

RFP # Y19-803-CH  
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REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF  
KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE  
BOULEVARD)  
RFP # Y19-803-CH

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD).

**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, January 17, 2019, to:

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

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

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

A Non-Mandatory Pre-Proposal Conference will be conducted on December 14, 2018, at 10:00 AM, Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

1. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine timeliness of the Proposal.
2. **The decision to refuse to consider a 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 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 Proposals Number Y19-803-CH  
Date of Opening - January 17, 2019  
Name of Proposer  
Return Address of the Proposer
11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
12. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, Email: [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or at (407) 836-5598. Any Proposer who initiates any discussions with staff in any manner

other than that described above is subject to disqualification from this procurement.

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 January 4, 2019 to:

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

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

15. **ORAL INTERPRETATION**

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

16. **DRUG FREE WORKPLACE**

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

17. **DRAFT CONTRACT**

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

18. **SOLICITATION CANCELLATIONS**

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

## TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000.00 (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 certified minority/women business enterprise is 27% of the contract value for 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 over \$500,000 and therefore, graduate M/WBE's are eligible 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) 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 overall contract fees to be contracted to the listed subconsultant.

The Consultant must include in the subcontract agreement:

- i. Prompt Payment Clause to the M/WBE subconsultant
- ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
- iii. **The following statement: "It is the M/WBE responsibility to submit the required payment verification reports to the prime consultant quarterly and the Final M/WBE payment verification form directly to Business Development Division."**

**The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.**

- F. The awarded prime consultant's responsibilities and requirements are itemized below:
  - i. 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 one time for the duration of the contract.
  - ii. 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.

- iii. The Prime Consultant shall submit an updated quarterly MWBE utilization report, Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. 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. Failure of the M/WBE to comply with the submittal of the payment verification forms to the Prime consultant could negatively affect their re-certification.
- iv. 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 Business Development Division.
- v. 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:

- A. Registered service-disabled veteran business enterprise proposers competing as a prime consultant shall receive five (5)

points;

B. 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;

C. 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.

D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, [ocfl.net](http://ocfl.net), the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.

E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subconsultants identified on the SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor.

F. The Consultant's responsibilities and requirements are itemized below:

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultant.
2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to Orange County Business Development Division.
3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
4. The Consultant shall submit an updated quarterly SDV 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.

5. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division. The Consultant shall notify the Business Development Division of any additional awards to the SDV firm on the Consultant's team and the addition of any new SDV firm to the Consultant's team on that project.
6. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) 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 SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

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

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

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with 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.

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.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

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 Project Engineer must be two different individuals. Both the Project Manager and the Project Engineer must be currently employed by the Prime Consultant, and both must be Professional Engineers registered in the State of Florida.

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 Consultants 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 Project Engineer (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 purposes of this Request for Proposals has been defined as:

A road project for which the design and permitting has been successfully completed within the 15 years immediately preceding the due date of this Request for Proposals and shall contain the following elements:

1. Design of a multi-lane urban roadway having a minimum length of 0.7 miles and a design fee equal to or greater than three hundred thousand dollars (\$300,000). For purposes of this Request for Proposals, “urban” is defined as projects with either open or closed drainage or a combination thereof, which traverse an urbanized area with multiple intersecting streets and connecting driveways. **Multi-lane is defined as having four or more lanes (2 lanes in each direction). Limited access roads and Resurfacing, Restoration and Rehabilitation (RRR) projects shall not be considered to be similar projects. Design-Build projects shall not be considered for this element.**
2. Obtained permit for the design of storm water management facilities and storm sewer conveyance system and performed stormwater management routing and drainage calculations and storm drain design.
3. Preparation of a design survey.
4. Performed wetland mitigation by wetland creation, wetland preservation, or purchase of mitigation bank credits. Permitting of wetland impacts without mitigation is not acceptable, and will result in no points being given for this element.
5. Preparation of right-of-way maps, legal descriptions and parcel sketches for property acquisition (must include all three for credit).
6. Permitting for floodplain compensation.
7. Preparation of signalization plans.
8. Provide geotechnical support for the design of roadway components.
9. Preparation of maintenance of traffic plans.
10. Preparation of bid documents (must include both final construction plans and technical specifications for credit)
11. Utility coordination and preparation of utility adjustment plans.
12. Preparation of landscaping plans.
13. Preparation of Pond Siting Report

### **SIMILAR PROJECT SCORING CRITERIA:**

Work elements provided by the Owner or by the consultant’s sub-consultants are not acceptable and will result in no points being awarded for those elements.

The consultant shall submit no more than three (3) similar projects each for the proposed Project Manager and the proposed Project Engineer.

**For a similar project to be considered for one half (1/2) point, each project submitted must contain the mandatory elements: element one, element two, and element three.**

**For a similar project to be considered for one (1) full point, each project submitted must contain the mandatory elements: element one, element two, and element three PLUS at least 4 additional elements.**

**Projects not containing all three mandatory elements” will receive zero points.**

**ADDITIONAL REQUIREMENTS OF THE PROPOSER:**

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

**DEFINITIONS:**

- **Substantial majority shall be defined as 70% of the work.**
- **Multi-lane is defined as having four or more lanes (2 lanes in each direction).**
- **Project Manager** - Defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client, and directed the production of the work products. The Project Manager must be a registered professional engineer in the State of Florida.
- **Project Engineer** - Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design activities as described in the similar project criteria. This position also serves as the point of contact for the client in the Project Manager's absence. The Project Engineer must be a registered professional engineer in the State of Florida.
- **Individuals listed as references for each project must be knowledgeable about the design elements included in the project and the nature and duration of the involvement of the Project Manager or Project Engineer, as applicable. All references will be contacted. No credit will be given for projects where the reference cannot be contacted or where the reference**

**does not support the project elements and/or length and nature of the Project Manager or Project Engineer's involvement in the project (as listed in the proposal).**

**Resurfacing, Restoration and Rehabilitation (RRR)** projects are described by the Florida Department of Transportation, (FDOT) Plans Preparation Manual (PPM), January 2016, Volume I – English, as to the purpose and general nature by the following:

25.3.1.1 *Principle Reason(s) for the RRR Project*

*The following list indicates some, but not all, of the principle reasons that can generate a RRR project:*

- a. *To preserve or extend the life of the existing pavement.*
- b. *Improve capacity (without adding continuous through lanes).*
- c. *Improve operating characteristics.*
- d. *Site specific crash reduction.*
- e. *Section wide crash reduction.*
- f. *General safety modifications*

**Limited Access (LA)** projects are defined as a major divided highway designed for high speed travel, having few or no intersections.

**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, 2017 to April 1, 2019	\$	X	1.0	=	\$
(2) First Year Past: 10/01/16- 9/30/17	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/15- 09/30/16	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/14-09/30/15	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

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

Points will be awarded as follows:

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

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

**29. ORAL PRESENTATIONS**

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

30. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

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

31. **COST AND PRICING DATA**

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

- a. A current 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 with specific justification.

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. 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.**

35. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/REQUIREMENTS/STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

**Exhibit A**  
**Kennedy Blvd.**  
(West of Forest City Road [SR 434] to Wymore Road)  
(Approximate Length 2.74 miles)

**Final Engineering Design**  
**Scope of Services**

The Kennedy Boulevard project will reconstruct a two lane road into a four lane divided urban roadway. The project begins just west of Forest City Road and proceeds east to Wymore Road for approximately 2.02 miles. Also included in the project are related improvements on Keller Road (0.18 miles), Lake Destiny Drive (0.211 miles) and on Wymore Road (0.325 miles). The total project length is approximately 2.74 miles.

A previous set of right of way maps, surveys, and construction plans were prepared and designed for the Orange County Department of Public Works. These maps, surveys and construction plans will be provided to the Consultant in both CADD and pdf format.

The following services are required to update the construction plans to current FDOT and Orange County standards and to redesign the Kennedy Boulevard and Wymore Road intersection to accommodate the future Interstate 4 Ultimate (“I-4 Ultimate”) configuration currently under construction by the Florida Department of Transportation (“FDOT”). The redesign includes approximately 1,600 feet of Kennedy Boulevard and 2,500 feet of Wymore Road.

In accordance with 61G15-27.001 FAC, all the previous design calculations and computations shall be recalculated and reviewed so that a Registered Professional Engineer from the successful proposer can assume full responsibility for all the work within the project limits and provide signed and sealed construction plans and other engineering documentation.

The Consultant shall use the design concepts provided in the *Kennedy Blvd.Roadway Conceptual Analysis Report* as approved by the Board of County Commissioners. The Consultant shall perform the required engineering services utilizing all the applicable materials and data collected and provided in the Kennedy Blvd. Roadway Conceptual Analysis process.

The Consultant’s Engineer-of-Record shall sign and seal a certification on the plans stating that the design has been prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation Design Manual (FDM) and the FDOT Standard Plans latest English Units edition, in effect at the time of the Notice to Proceed, as modified herein. The Consultant shall utilize their best engineering judgment, practices and principles in performing the work.

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

1. Administration
2. Public Information (Limiting Amount)



3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering
6. Design Surveys
7. Geotechnical Services
8. Railroad Coordination (Not Applicable)
9. Post Design Services (Limiting Amount)

This Scope of Services addresses each task within these elements and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within 270 days (inclusive of two-week review periods by County for review of progress submittals) upon written authorization from the COUNTY.

## **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 final design.

### **1.2 Project Meetings**

The appropriate members of the Consulting team shall attend periodic meetings (up to four (4)) with the Orange County Project Manager and staff to discuss project progress and status, technical issues such as constructability, utility coordination, right-of-way requirements, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

### **1.3 Project Management and Supervisions**

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

### **1.4 Final Design Project Schedule**

The Consultant shall prepare and submit a detailed project schedule prior to the Notice to Proceed Meeting for completion of final design and plans preparation identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County Standard Roadway Project Schedule format on MS Project. The Consultant shall submit an updated design project schedule as directed by the Orange County Project Manager.

### **1.5 Cost Estimates and Construction Schedule**

The Consultant shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 100% and final submittal. The Consultant shall also provide an estimate of construction time at the 100% and final submittals.

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

### **1.6 Utility Coordination**

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 100% and final review stages to the utilities for review, confirmation of utility location and relocation purposes. The development of the roadway plans shall incorporate and consider the input provided by each utility. The Consultant shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal the Consultant shall provide a list of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. The Consultant shall also provide a summary of the response received from each Utility.

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

The Consultant shall obtain Utility Work Schedules (UWSs) from all utilities.

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

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

### **1.7 Coordination with project stakeholders**

FDOT is designing and will construct improvements to the Kennedy Blvd. / Forest City Road (SR 434) intersection. The Consultant shall coordinate their efforts with the FDOT and incorporating FDOT's improvements within the project corridor into the Kennedy Blvd. plans. The Consultant shall coordinate their efforts with the Town of Eatonville and all other applicable governmental agencies.

### **1.8 Quality Assurance/Quality Control**

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

## **1.9 Deliverables**

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

- Final design project Schedule
- Construction Time Estimate
- Cost Estimate
- Utility Conflict Matrix

## **1.10 Pay Item**

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

- Administration

## **2.0 Public Information (Limiting Amount)**

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

### **2.1 Small Group Meetings**

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

### **2.2 Newsletters**

The Consultant shall prepare and distribute project newsletters at the following two (2) milestones during the design:

1. At the start of the right-of-way acquisition process
2. When the project is advertised for bids

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

### **2.3 Web Page Update / Maintenance**

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

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

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

#### **2.4 Mailing List**

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

#### **2.5 Deliverables**

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

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

#### **2.6 Pay Item**

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

- Public Involvement

### **3.0 Design and Plans Preparation**

The Consultant shall review and update as necessary the previously designed Kennedy Boulevard plans to current FDOT Standard Plan and FDOT & Orange County Specification criteria from west of Forest City Blvd. to Wymore Road. The Consultant shall redesign approximately 1,600 feet of Kennedy Boulevard and 2,800 feet of Wymore Road to accommodate the I-4 Ultimate configuration currently under construction by FDOT. The Consultant shall provide a 100% progress review submittal and a Final Submittal, in 11"x17" format. The Consultant shall complete the design of the project as specifically described herein.

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

### **3.1 Roadway Design**

The Consultant shall update the plans to current FDOT and Orange County standards and shall perform the roadway redesign of Kennedy Boulevard and Wymore Road to accommodate the I-4 Ultimate configuration. This effort consists of the following:

#### **3.1.1 Design Analysis**

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

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

The Consultant shall review and update as necessary, the typical sections shown in the previously designed Kennedy Boulevard construction plans and inform the County of any concerns they may have regarding these sections. The Consultant shall also review and update as necessary, the Roadway Design Criteria Package utilizing the basic design parameters recommended in the Roadway Conceptual Analysis Report. This criteria package shall address such items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment,

Vertical Alignment, Cross Section elements, MOT concept etc. The Typical Section and Roadway Design Criteria Packages shall be submitted to the County for review as part of the 100% submittal package.

The Consultant shall review and update as necessary, a Pavement Design Package in accordance with FDOT's Flexible Pavement Design Manual.

### **3.1.2 Roadway Design Documentation and Quantities Computation**

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

## **3.2 Drainage Design**

The Consultant shall review and update as necessary, the design of the drainage and stormwater management systems. The Consultant shall review and utilize the number and location of stormwater management ponds as shown in the previously prepared Kennedy Boulevard construction plans and notify the County of any concerns.

The widening of Kennedy Boulevard within the project limits will affect an existing private stormwater management pond located at the northeast corner of Kennedy Blvd. and Keller Road and permitted under St. Johns Water Management District (SJRWMD) Permit No. 62824. The Consultant shall design an additional outfall structure to this pond that outflows to the proposed Kennedy Blvd. storm drain system. The outfall structure shall be designed so that the water levels in the existing private pond and flow rate to Keller Road (from the existing outfall structure) do not exceed those calculated as "Post-Development" or "Proposed" conditions in Permit 62824. The Consultant shall check if Pond No. 2 and the Kennedy Blvd. storm drain system has sufficient capacity to accommodate the additional flow and will modify Pond No. 2 as necessary. See Section 4.0 for permitting requirements.

### **3.2.1 Drainage Analysis**

The Consultant shall finalize the drainage design for the project as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final stormwater management system shall be consistent with what has been shown in the previously prepared construction plans. The final drainage design shall consider and address property impacts in accordance with section 5.4 of this scope of work.

The Consultant shall perform a hydraulic analysis and redesign the storm sewer system to accommodate the Kennedy Boulevard and Wymore Road redesign and to extend the Wymore Road improvements 300 feet to the north. The Consultant shall

check if Pond No. 2 has sufficient capacity to accommodate the roadway redesign and will modify Pond No. 2 as necessary.

### **3.2.2 Design Documentation and Drainage Calculations**

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

## **3.3 Structural Design**

### **3.3.3 Retaining Wall and Screen Wall Design**

The Consultant shall update the sheet pile retaining wall design based on the current FDOT Design Standards and current FDOT and County pay item numbers as applicable.

The Consultant shall redesign the screen wall based on the latest FDOT standard for perimeter walls using masonry block.

### **3.3.5 Miscellaneous Highway Related Structures**

The Consultant shall redesign three (3) standard mast arm assemblies and update the other mast arm assemblies within the project limits based on the current FDOT Design Standards, with the exception of those mast arms located at the Kennedy Blvd. / Forest City Road (SR 434) intersection. This task does not include any special mast arm designs.

This task assumes that FDOT has designed the I-4 Ultimate Bridge to accommodate mounting the westbound Kennedy Blvd. signal heads on the bridge. The Consultant shall review FDOT's structural calculations for the mounting design and details.

## **3.4 Roadway Construction Plans**

The County will provide the previously prepared construction plan set to the Consultant in both CADD and pdf format. The Consultant shall review and modify all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the order shown in the previously prepared plans.

### **3.4.1 Cover Sheet**

The Consultant shall review and update as necessary, the cover sheet with the information applicable to the project.

### **3.4.2 General Notes**

The Consultant shall review and update as necessary, the general notes as required for this project.

### **3.4.3 Standard Drawings and Details**

The Consultant shall review and update as necessary, standard drawings and details as required for this project, including:

1. Supplementary details for superelevation transitions shall be reviewed and updated as necessary. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
2. Details for all non-standard structures not covered elsewhere.
3. Standard details provided by Orange County, e.g., driveways, manhole rim and cover, etc.
4. The Consultant shall revise the driveway apron details based on the redesign.

### **3.4.4 Summary of Pay Items**

The Consultant shall review and update as necessary, all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted as part of the 100% plans.

### **3.4.5 Drainage Map**

Drainage maps shall be reviewed and updated as necessary, at 1" = 200' scale on current black and white aerial photography provided by the Consultant for the entire length of the project. Ponds should be shown in their entirety.

### **3.4.6 Typical Sections**

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

In addition, the Consultant shall develop three (3) typical sections for the Kennedy Blvd. redesign. The Wymore Road typical section will be revised based on the redesign.

### **3.4.7 Summary of Quantities**

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

### **3.4.8 Summary of Drainage Structures**

The Consultant shall review and update as necessary, a table listing all proposed or modified drainage structures on the project. The structures shall be listed by



structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans

### **3.4.9 Survey Control Sheets**

See Section 6.3.

### **3.4.10 Plan and Profile Sheets**

The plan and profile sheets shall be developed for the Kennedy Blvd. / Wymore Road intersection and the approximately 300-foot extension of Wymore Road. Other profiles in the previously prepared Kennedy Blvd. plans shall be reviewed and updated as necessary and conform to the following requirements:

1. Plan and profile sheets shall be reviewed and updated as necessary, and prepared at a scale of 1"=40' horizontal and 1"=4' vertical, and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
5. Locations, dimensions and types of existing and proposed driveways shall be shown.
6. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
7. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
8. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
9. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.
10. Existing and proposed elevations shall be shown on the profile at even hundred foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
11. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:
  1. Curve Number
  2. P.I. Station
  3. Delta in degrees, minutes and seconds

4. Degree of Curve
  5. Tangent length
  6. Arc length
  7. Radius
  8. P.C. Station
  9. P.T. Station
  10. Superelevation rate
- 
12. Percent of slope for profile grade lines, ditch flow lines, and all drainage pipes where not shown on the drainage details.
  13. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignment.
  14. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
  15. No separate profile sheets will be allowed unless approved by the County.
  16. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.

All locations and offsets shall be based on centerline of construction

#### **3.4.11 Driveway Profiles**

The Consultant shall review and update as necessary, driveway profiles for each driveway within the limits of construction, including side streets. Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Indexes.

#### **3.4.12 Intersection Details**

The Consultant shall prepare intersection detail sheets for the intersection of Kennedy Boulevard and Wymore Road and shall review and update as necessary, the other intersections within the project limits. Intersection sheets shall show all necessary details and geometric controls/access management features, including, turn lanes, special drainage and grading. Intersection details shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

The Consultant shall revise the Wymore Road intersection detail sheets based on the redesign.

#### **3.4.13 Drainage Structure Cross Sections**

The Consultant shall review and update as necessary, drainage structure cross sections for all pipes crossing under the roadway. Drainage structure sheets shall

show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes, and similar data.

#### **3.4.14 Box Culverts (If Required)**

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

#### **3.4.15 Pond Details**

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

#### **3.4.16 Flood Plain Compensation Area Details and Cross Sections**

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

#### **3.4.17.1 Environmental Consideration Plans (Dredge and Fill Sketches)**

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

#### **3.4.17.2 Mitigation Plans (Limiting Amount)**

The Consultant shall review and update as necessary, the mitigation plan, and the Consultant shall be responsible for coordinating the proposed mitigation plan with the environmental agencies and for preparing the wetland mitigation plan to be included as a part of the Environmental Resource Permit application and to be included in the final construction documents.

#### **3.4.18 Geotechnical Soil Survey**

The Consultant shall review and update as necessary, soil survey sheets, which depicts the various types of soils encountered, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- Narrative description of each soil type with its engineering characteristics

In addition to the cross-sections shown on the previously prepared plans, the following shall also be required:

- Soil Survey Sheet for additional roadway borings on Wymore Road
- Soil Boring Profile Sheets for signal mast arm borings.

### **3.4.19 Cross Sections**

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

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 20' and the vertical scale shall be 1" = 10'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown to the right each section.
4. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.
9. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
10. Cross sections shall be shown at intervals not exceeding 50 feet. Additional intermediate cross sections shall be shown as necessary to provide supplementary information at bridges, box culverts, intersections, side streets, railroads, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary to support right-of-way acquisition basis.
11. Cross section sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way line of the main project alignment.
12. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
13. Horizontal and vertical location of unsuitable soils.

Cross Sections shown in the previously prepared plans shall be reviewed and updated as necessary. In addition, the following will also be required:

Cross-Sections that are based on the redesign of Kennedy Blvd and Wymore Road intersection and the extension of Wymore Road improvements 300 feet to the north.

#### **3.4.20 Erosion Control Plans**

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

#### **3.4.21 Miscellaneous Details**

Miscellaneous details shall be reviewed and updated as necessary.

#### **3.4.22 Screen Wall Plans**

The Consultant shall review the project relative to screen wall placement and/or replacement and make recommendations in accordance with the County's "Screen Wall Policy."

Areas that may require new walls include the following locations:

At the same locations shown in the previously prepared plans.

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

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

At the same locations shown in the previously prepared plans.

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

### **3.4.23 Maintenance of Traffic Plans**

The Consultant shall review and update as necessary, notes and details to move vehicular and pedestrian traffic during all phases of construction. The maintenance of traffic plans shall include construction phasing of side streets shown in the previously prepared plans, ingress and egress to existing properties, temporary signing and pavement markings, temporary signals, and detour routes. Additional sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling may be necessary to ensure implementation of the maintenance of traffic plan and will be provided by the Consultant. The plan sheets will be developed at 1" = 40' scale. The construction documents shall provide for Maintenance of Traffic to be paid for as a lump sum item.

### **3.4.24 Utility Adjustment Plans/Roadway Lighting Coordination**

The Consultant shall review and update as necessary, separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be reviewed and updated as necessary based on information provided by the utility companies.

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

### **3.4.25 Signing and Pavement Marking Plans**

The Consultant shall review and update as necessary, plan sheets at the same scale shown in the previously prepared plans for the entire length of the project, including side streets, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s), summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

### **3.4.26 Signalization Plans**

The Consultant shall review and update as necessary, plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards. This project will involve signals at those locations indicated in the previously prepared plans (with the exception of the intersection of Kennedy Blvd. and Forest City Road [SR434]) and interconnected as indicated in the same plans. The County will provide all available traffic data. The

Consultant shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

The Signalization and Interconnect Plans will be redesigned at the Wymore Road intersections based on the redesign of Kennedy Boulevard and Wymore Road to accommodate the I-4 Ultimate configuration currently under construction by FDOT.

#### **3.4.27 Landscape Plans**

The Consultant shall review and update as necessary, landscape plans which shall be signed and sealed by the Consultant's registered Landscape Architect. The plans shall identify the location and type of plant materials to be installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that will not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, streetlight locations, billboard locations, and utility conflicts and clearance. The location of the streetlights shall also be shown on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s).

The landscape design shall provide plant placement within the medians only. The Landscape design shall be consistent with the Orange County "Recommended Master Tree Report for Median and Roundabouts" Guidelines and comply with current FDOT Site Visibility Line criteria.

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

#### **3.4.28 Structural Plans**

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

### **3.5 Progress Review Submittals**

All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Section 1.8 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Review Submittal checklist incorporated herein by reference. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 1.8 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Submittal checklist. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 3.0 herein shall accompany each submittal.

The Consultant shall submit construction plans to the County for review at the 100% and final completion stages.

All County comments or questions on previous submittals, and any additional direction received from County must be addressed. Responses to the comments submitted by the reviewers should be addressed in writing and distributed to all reviewers. Cost estimates are required per section 1.5.

### **3.6 Electronic Design and Topography**

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

### **3.7 Bid Package**

The Consultant shall prepare a complete draft and a final bid packages for the project. The County will provide the Consultant with a master documents (Special and Technical Provisions). The bid package shall include, but are not limited to the following documents:

- Project Information Sheet
- Location Map
- Scope of Work
- Engineer's Estimate
- Part D Schedule of prices (In Word Format)
- Index of Plan Sheets (In Word Format)
- Part G Special provisions (In Word Format)
- Index of Technical Provisions (In Word Format)
- Part H Technical Provisions (In Word Format)
- Permits
- Construction Plans
- Bid Check List

### **3.8 Deliverables**

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

- Drainage Design Documentation Report
- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- 100% Construction Plans and Engineer's Cost Estimate
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions



- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Environmental Consideration Plans
- Mitigation Plans (If applicable)
- Draft Bid Package
- Final Bid Package
- Subcontracting Opportunities per Contract Section IV G-2.
- Direct Purchases per Contract Section IV G-3.

### **3.9 Pay Items**

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

- Drainage Design Documentation Report
- 100% Construction Plans
- Final Construction Plans
- Design Notes and Computations Book
- Technical and Special Provisions (Draft and Final
- 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Environmental Consideration Plans
- Mitigation Plans (if applicable)
- Bid Package (Draft and Final)

### **4.0 Permitting**

The Consultant shall prepare all applications and other submittals and provide all environmental services necessary to obtain and / or modify all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The SJRWMD issued an Environmental Resource Permit #4-095-107365-1. The Consultant shall pay for all permit application fees from out of pocket expenses. The construction plans package shall not be considered complete until all required permits have been received. The Consultant shall be responsible for modifying SJRWMD Permit 62824 (See Section 3.2).

#### **4.1 Environmental Permitting**

##### **4.1.1 Agency Coordination**

The Consultant shall coordinate the environmental permitting effort with the Orange County Project Manager and Public Works Environmental Project Manager. The Consultant shall notify the County Project Manager and Orange County Public Works Environmental Project Manager of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall submit meeting minutes and provide copies of all permit-related correspondence. In addition, the Consultant shall coordinate with County staff for any information, which may be

relevant to the project design. This coordination shall take place prior to any regulatory meetings.

#### **4.1.2 Wetland Delineation and Agency Field Review – (If required)**

The Consultant shall conduct and identify wetlands in accordance with all applicable State and Federal Regulations. A minimum of three (3) Seasonal High Water Table Elevations (SHWT) shall be established for each wetland. The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The Consultant shall provide meeting minutes and field notes to County Environmental Project Manager.

#### **4.1.3 Wetland Mitigation (Limiting Amount if required)**

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

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

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

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

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

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

#### **4.1.4 Threatened and Endangered Species (Limiting Amount if required)**

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

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential effect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species Survey and Management Plan which shall be performed 90 days prior to the start of construction.
- Gopher Tortoise Live Capture and Off-Site Relocation
  - The Consultant shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.
  - The Consultant shall perform the following:
    - Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation of gopher tortoises.
    - Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoises burrows and live capture gopher tortoises from the area proposed for development.
    - Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees will be responsibility of the County.
    - Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.
- The CONSULTANT shall conduct wildlife surveys as defined by rules or regulations of any permitting agency, or commenting agency that is

processing a DEPARTMENT permit. This information shall be utilized for determination of appropriate wildlife crossings.

#### **4.2 Other Permitting Agencies**

The Consultant shall obtain all other permits required to construct the proposed improvements. These permits may include FDOT, CFX, FAA, GOAA, FDEP, FFWCC, FWS, dewatering permits, local agencies (i.e. City of Orlando) etc. The Consultant shall coordinate with these agencies early on to confirm the permitting process and the agency's criteria. This shall also include preparation of all necessary documents to secure the permit.

**SHPPO:** 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.

#### **4.3 Preparation and Submittal**

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

#### **4.4 Renewals and Extensions**

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

#### **4.5 Additional Permit Requirements (Limiting Amount) - NA**

#### **4.6 Deliverables**

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

- Water Management District/ACOE Permit Package
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- SHPPO permit / approval documentation

#### **4.7 Pay Items**

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

- Water Management District/ACOE Permit Package
- FDOT Permit Application Package(s)

- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance

## **5.0 Right-of-Way Engineering for Survey Projects**

Right-of-Way Engineering services shall begin immediately upon issuance of the Notice to Proceed by the County, and shall be conducted on an expedited schedule. The County will provide the Consultant with title searches on each parcel identified on the Parcel Identification Map as furnished by the County. The title work will be provided to the Consultant at the Notice to Proceed meeting or as specified by the Project Manager. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code. All surveys shall result in a map and/or survey report signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida and delivered to the Project Manager. Within 5.0 and 6.0 any mention of “Map of Survey” refers to the Surveys defined in 5J-17.050 (2), (7) and (11), (12) – July 31, 2018.

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

### **5.1 Right-of-Way Mapping**

The Consultant shall update as needed and continue with surveys of the entire project area. The Surveys are necessary for design and right of way mapping and required to be at a scale of 1” = 40’ on 11 inches x 17 inches or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall submit 100% progress review submittal of the Map of Survey in 11 inches x 17 inches formats, as well as electronic copies in CADD and PDF format as requested by the County.

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

The baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the Map of Survey and construction plans, if required.

The Consultant shall update and modify legal descriptions, parcel sketches, right-of-way surveys, boundary surveys, specific/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and litigation. After approval of the 100% Map of Survey; right-

of-way surveys, boundary surveys, specific/miscellaneous survey modifications shall be addressed in accordance with Section 5.5.

## **5.2 Parcels**

### **5.2.1 Review of Title Work**

The Consultant shall review the title work provided by the County, supplemental surveys and investigations performed by the Consultant and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest and encumbrances (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the Map of Survey for right-of-way surveys, boundary surveys, specific/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 Map of Survey and parcel sketches.

### **5.2.2 Legal Descriptions and Parcel Sketches**

The Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% right-of-way maps, if required. If any parcels are added or modified prior to the 100% right-of-way map submittal, the Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the right-of-way maps showing the modifications. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Right-of-Way Map.

### **5.2.3 Parcel Staking for Appraisal**

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

## **5.3 Map of Survey; Right-of-Way Surveys, Boundary Surveys, Specific/Miscellaneous Surveys and Control Surveys**

All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and shall be submitted with the Map of Survey for right-of-way surveys, boundary surveys, specific/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field

Notes, State Plane Coordinate file, adjusted bench run and Final Map of Surveys such as right-of-way maps, boundary surveys and/or specific/miscellaneous surveys.

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

#### **5.4 Minimization of Compensable Impacts (If Required)**

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

The Consultant shall perform the following services during this phase:

- Meet as necessary with the Orange County Right of Way Acquisition Section and property owners.
- Perform site inspections of properties together with the Orange County Right of Way Acquisition Section as may be necessary to evaluate the potential for minimization of compensable impacts. Coordinate with the Orange County Right of Way Acquisition Section to identify compensable impacts and evaluate cost effective ways to reduce compensable impacts to the greatest extent possible.
- Consult with the Orange County Right of Way Acquisition Section during the design process and fully address any right-of-way review comments provided.

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

compensable impacts, and to accommodate the property owner preferences where appropriate.

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

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.

### **5.5 Changes to Documents during Right-of-Way Acquisition (Limiting Amount)**

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

### **5.6 Deliverables**

Work to be completed under this section shall require the following items to be certified, signed/sealed, delivered and accepted by the County:

- Maps of Survey for Right-of Way Acquisition (100%, and Final)
- Parcel Legal Descriptions and Sketches (Draft and Final)
- Right-of-Way Survey Field Books and electronic CADD and PDF files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, Benchmarks- Three-wire level notes or Digital files)
- Parcels staked for appraisal
- Updated/Modified documents during right-of-way acquisition
- Document number of Final Right-of-Way Map(s) recorded in the Orange County Comptroller Office for Public Records (Required, to be Recorded and paid by Consultant at final submittal, (mylar submittal – 11”x 17”).
- All of the above items shall be in an acceptable Orange County format approved by the Project Manager. Hardcopies and electronic submittals shall be certified where required and approved by the Project Manager.



## **5.7 Pay Items**

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

- Maps of Survey (100% and Final).
- Parcel Legal Descriptions and Sketches (Draft and Final)
- Right-of-Way Survey Field Books and electronic CADD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate Data Files, Benchmark data)
- Parcels staked for appraisal
- Changes to documents during right-of-way acquisition (Limiting Amount)
- Subsurface Utility Locations
- Boring Locations
- Recordation of Right-of-Way Maps with the Orange County Comptroller Office
- (Required, to be Recorded and paid by Consultant), (mylar submittal – 11”x 17”).

## **6.0 Design Survey Services for Major Survey Projects**

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

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

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

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations. All surveys shall result in a Map of Survey stating the type and/or purpose of the survey it depicts and be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida and delivered to the Project Manager.

## **6.1 Horizontal Control and Monumentation**

The Consultant shall review, recover, and verify monumentation previously set for the center line of construction and re-set if missing at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to one hundred fifty (150) feet beyond the limits of the topographic survey or at other locations as directed by the Project Manager. The center line of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than six hundred (600) feet apart. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and either shown graphically or in tabulation format on the Right of Way Maps, specific/miscellaneous surveys and Survey Control Sheet(s).

## **6.2 Vertical Control and Monumentation**

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

## **6.3 Survey Control Sheet(s)**

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

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

Control Sheet(s) can be either in tabular format or placed on the survey alignment.

- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).
- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

#### **6.4 Vertical Data**

Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1,000 feet.

#### **6.5 Pay Items**

- Control Survey
- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design survey Computation Book, if applicable.
- Subsurface utility locations
- Boring locations
- Wetland Designation and Locations

#### **6.6 Deliverables**

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

#### **7.0 Geotechnical Services**

The County will provide to the Consultant the 2005 Geotechnical Investigation prepared by GEC, Inc. and the 2012 Geotechnical Engineering Evaluation for Gravity and Sheet Pile walls prepared by Terracon, Inc. (f.k.a. Nodarse) to utilize.

#### **7.5 Special Geotechnical Investigations (Limiting Amount)**

The Consultant shall utilize geotechnical information obtained from the geotechnical reports provided by the County for the reviewing and updating as necessary, the signal mast arm foundations. Three (3) SPT borings shall be performed if required for the Wymore Road intersection. The consultant shall also perform additional roadway borings on Wymore Road to extend the improvements 300 feet to the north.

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

## **7.6 Contamination Evaluation (Limiting Amount – If Required)**

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

### **7.6.1 Contamination Screening Evaluation Report (CSER)**

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

### **7.6.2 Preliminary Contamination Assessment (PCA)**

The Consultant shall perform, if needed, a Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Prior to construction, soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the Roadway Conceptual Analysis Contamination Screening Evaluation Report, the following sites shall be investigated:

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

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

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

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

## **7.7 Geotechnical Reports**

### **7.7.1 Roadway Soil Survey Report**

The Consultant shall submit a Roadway Soil Survey Report with the 100% plans. The final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Plans 120-001 and 120-002.
- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

### **7.7.2 Bridge Foundation Report – (N/A)**

### **7.7.3 Miscellaneous Structure Foundation Report – (N/A)**

### **7.7.4 Contamination Screening Report – (N/A)**

### **7.7.5 Preliminary Contamination Assessment Report – (N/A)**

## **7.8 Deliverables**

- Roadway Soil Survey Report (Final)

## **7.9 Pay Items**

- Fieldwork, lab analysis and engineering
- Roadway Soil Survey Report (Final)
- Bridge Foundation Report (Final)

## **8.0 Railroad Coordination (Not Applicable)**

## **9.0 Post Design Services (Limiting Amount)**

The Consultant shall provide engineering support as necessary which includes, but is not limited to:

- **Shop Drawing Review**

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

- **Construction Administration**

The Consultant shall provide engineering services during the construction of the project as requested by the County. The Consultant shall be required to attend a Pre-Bid Construction Meeting, the Pre-Construction Conference or any other meeting requested by the County.

- **Modification of Final Construction Plans**

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

- **Permit Renewals and Extensions**

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

- **Pay Items**

- Post Design Services

## TABLE OF DELIVERABLES

### 1.0 Administration

<i>Final Design Project Schedule – Paper, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Construction Time Estimate – Paper, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Workshop Review Meeting Minutes Paper &amp; pdf file</i>	<i>1/1 Copies</i>

### 2.0 Public Involvement

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

### 3.0 Design and Plans Preparation

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

#### 3.0 A - Construction Plans

<i>30% Submittal – Paper, Half Sized</i>	<i>1/10 Copies</i>
<i>60% Submittal – Paper, Half Sized</i>	<i>4/19 Copies</i>
<i>90% Submittal – Paper, Half Sized</i>	<i>4/18 Copies</i>
<i>100% Submittal – Paper, Half Sized</i>	<i>4/18 Copies</i>

#### 3.0 B - Final Construction Plans

<i>Hard Copy – Paper, Half Sized</i>	<i>25 Copies</i>
<i>Hard Copy – Paper, Half Sized (Signed and Sealed)</i>	<i>3 Copies</i>
<i>Digital Files – CADD 2010, Microstation &amp; pdf Files</i>	<i>1 Copy each</i>

### 4.0 Permitting

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

**5.0 Right-of-Way Engineering**

<i>Sample Format (with list of parcels for each)</i>	<i>1 Copy/Format</i>
<i>Draft Sketches and Legal Descriptions</i>	<i>3 Copies</i>
<i>Final Sketches and Legal Descriptions (Signed and Sealed) (Hard copy, Digital)</i>	<i>7 Copies/Parcel</i>
<i>Right-of-Way Survey Field Books</i>	<i>Original Books</i>
<i>Raw Data Files – Paper &amp; Digital File</i>	<i>3/1 Copies</i>
<i>Right-of-Way Computation Book</i>	<i>1 Copies</i>
<i>Parcels Staked in Field for Appraisal</i>	<i>2 Time/Parcel</i>
<i>Minimization of Compensable Impacts Report (Paper &amp; pdf File)</i>	<i>3/1 Copies</i>
<i>Updated/Modified Sketches and Legal Descriptions</i>	<i>7 Copies/Parcel</i>

**5.0 A - Preliminary Surveys: Right-of-Way, Boundary, Specific, Miscellaneous**

<i>30% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>60% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>90% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>100% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>

**5.0 B - Final Surveys: Right-of-Way, Boundary, Specific, Miscellaneous**

<i>Hard Copy – Paper, 11” X 17” Sized (Signed and Sealed)</i>	<i>3 Copies</i>
<i>Digital Files – CADD 2016 &amp; pdf Files</i>	<i>1 Copy each</i>

**5.0 - Updated/Modified Surveys: Right-of-Way, Boundary, Specific, Miscellaneous (Each Modification Cycle)**

<i>Hard Copy – Paper, 11” X 17” Sized</i>	<i>3 Copies</i>
<i>Hard Copy – Paper, 11” X 17” Sized (Signed &amp; Sealed)</i>	<i>3 Copies</i>

**6.0 Design Survey Services**

<i>Control Survey</i>	<i>3 Copies</i>
<i>Design Survey</i>	<i>3 Copies</i>
<i>Design Survey Field Books (Signed and Sealed)</i>	<i>All Books</i>
<i>Raw Data Files – Paper &amp; Digital File</i>	<i>1/1 Copy</i>
<i>Design Survey Computation Book</i>	<i>1 Copy</i>

**7.0 Geotechnical Services**



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

**CONTRACT**

**Y19-803**

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

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

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

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

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the COUNTY desires to retain professional consulting services for PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)

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

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

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

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD) Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

**II**  
**PAYMENT**

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum of fee \$>\_\_\_\_\_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

- A. The CONSULTANT shall accomplish the design services required under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph C below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract.

However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY if the unfavorable bids or Proposals result from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is **\$16,500,000.00**, or as modified by the County.
- 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.

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

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
  - 1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2<sup>nd</sup> Floor, Orlando, FL 32801

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

## V

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

The COUNTY shall:

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

## VI

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

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

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials

and other matters pertinent to the work covered by this Contract. 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.

**C. TERMINATION NOTICE**

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

**VIII  
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

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

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

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

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

Required Coverage:

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

Required Endorsements:

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

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

~~Required Endorsements:~~

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

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

Required Endorsements:

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

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period

(SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

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

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

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

The certificate holder shall read:

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

#### INDEMNIFICATION- CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall 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 **270** days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES**: A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
  - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  - 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
  - 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES**: The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

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

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

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

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

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

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



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

## **XII**

### **STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, 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. The Consultant must include in the subcontract agreement:
    - i. Prompt Payment Clause to the M/WBE subconsultant
    - ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
    - iii. The following statement: "It is the M/WBE's responsibility to submit the

required quarterly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development Division denoting their percentage of the overall contract fees.

**The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.**

- 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**

### **REGISTERED 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 contact 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, e-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**  
**ASBESTOS FREE MATERIALS**

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

**XXVI**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



**XXVII**

**FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this agreement the Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**XXVIII**

**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, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**407-836-5897**  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net)

>  
>

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Carrie Mathes, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

\_\_\_\_\_  
Title

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

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

**REQUEST FOR PROPOSALS**

**#Y19-803-CH**

PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF KENNEDY  
BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)

**DUE 2:00 P.M. – January 17, 2019**

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

<b><u>PRIME</u></b> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ( )				
Other Key Member ( )				
<b><u>SUBCONSULTANT</u></b> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which; Or If Registered SDV indicate	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ( )				
Other Key Member ( )				
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).**

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

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

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

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





**LOCATION (continued)**

**AFFIDAVIT**

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

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

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

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

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

(seal)

Date \_\_\_\_\_

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

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



## **SIMILAR PROJECTS**

## **PROJECT MANAGER**

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS immediately preceding the due date of this Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager must have served as either the Project Manager or Project Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration and also must have served as the Project Manager for the remaining two (2) similar projects listed for a substantial majority of the project activities and duration IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

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

1. Project Name:

Owner:

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

Role of PM on this project (check one): PM  PE

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

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

2. Project Name:

Owner:

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

Role of PM on this project (check one): PM  PE

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

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

3. Project Name:

Owner:

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

Role of PM on this project (check one): PM  PE

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

## **SIMILAR PROJECTS**

### **PROJECT ENGINEER**

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS immediately preceding the due date of this Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer must have served as the Project Manager, Project Engineer or Design Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration and for each of the remaining two (2) similar projects listed the individual must have served as Project Manager or Project Engineer for a substantial majority of the project activities and duration IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

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

1. Project Name:

Owner:

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

Role of PE on this project (check one): PM  PE  Design Eng.

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

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

2. Project Name:

Owner:

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

Role of PE on this project (check one): PM  PE  Design Eng.

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:  
(month/year)

Firm:

Summary of Work:

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

3. Project Name:

Owner:

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

Role of PE on this project (check one): PM  PE  Design Eng.

Did the Proposer worked in the role specified for a substantial majority (70% or more) of the project activities?  Yes  No

Elements: \_\_\_\_\_

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 fifteen years) where the team members have performed similar projects previously.

Specifically identify the management plan. The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and 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.

**EQUAL OPPORTUNITY WORKFORCE SCHEDULE**

**See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances**

**Directions:** Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (\*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
<b>Employee Types (MALE)</b>	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
<b>MALE SUBTOTAL</b>													
<b>Employee Types (FEMALE)</b>	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
<b>FEMALE SUBTOTAL</b>													
<b>TOTAL</b>													

Form Completed by (Print): \_\_\_\_\_

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

Form Approved by (Print): \_\_\_\_\_

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 (**ONLY USED TOWARDS M/WBE UTILIZATION**)

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of 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.

I, \_\_\_\_\_, (M/WBE Sub-Consultant) understand that "It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

\_\_\_\_\_  
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 (**ONLY USED TOWARDS BONUS POINTS**)

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

**PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF  
KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)  
Case or Bid No. Y19-803-CH  
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

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

**Part I**

**Please complete all of the following:**

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

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

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

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

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

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

**PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF  
KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)  
Case or Bid No. Y19-803-CH**

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

**Part II  
Expenditures:**

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

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

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

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

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

**PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF  
KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE BOULEVARD)  
Case or Bid No. Y19-803-CH**

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

**Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
*(check appropriate box)*  
**PRINT NAME AND TITLE:** \_\_\_\_\_

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

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

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

(Notary Seal)

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

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

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

*Updated 3-1-11*

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



*For Staff Use Only:*

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

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

Bid Number **Y19-803-CH**

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

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

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

**Part I**

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

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

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

Bid Number **Y19-803-CH**

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

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

*For Staff Use Only:*

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

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

Bid Number **Y19-803-CH**

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

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

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

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

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

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

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
 HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
 \_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
 NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
 FOLLOWS, RFP NO. Y19-803-CH, PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL  
 DESIGN OF KENNEDY BOULEVARD (WEST OF FOREST CITY ROAD {SR 434} TO WYMORE  
 BOULEVARD), 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 Y19-803-CH**

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

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

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The undersigned does hereby certify that the above named consultant:

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

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

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

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

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies Insurance provided under the following:

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

### SCHEDULE

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

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

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

# SAMPLE DO NOT USE

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

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

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

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

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

Endorsement  
No.

Effective Policy No.

Endorsement

Insured

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

Countersigned

WC 00 03 13