

ISSUE DATE: October 11, 2011

NOTICE

REQUEST FOR PROPOSALS

FOR

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT
SYSTEM (ATMS) PHASE 2**

Financial Project Number(s): 430027-1-58-01

Federal Aid Project Number(s): 8886-007-A

RFP #Y12-803-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 November 10, 2011, for DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2.**

A Non Mandatory Pre-Proposal Conference shall be held **October 24, 2011, at 11:00 A.M.** at the Orange County Public Works Complex, **3rd Floor Highway Construction Conference Room, 4200 South John Young Parkway, Orlando, Florida 32839.** Interested Proposers are ***strongly encouraged*** to attend.

Proposals shall be accepted at:

Orange County Purchasing and Contracts 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 Purchasing and Contracts Division at the above address. Copies may also be requested by phone (407) 836-5635 or faxing a request to (407) 836-5899.

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

NOTICE TO PROPOSERS

**PROPOSERS ARE REQUIRED TO BE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) PRE-QUALIFIED**

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) FEDERAL REQUIREMENTS

Attachment 1: Map of Existing Orange County ATMS and Proposed Phase 2B Additions
Attachment 2: Concept Plans

NOTE: The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this RFP as though fully set forth herein.

INSTRUCTIONS TO PROPOSERS

1. PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide Design-Build services for **ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2.**

2. PREPARATION AND SUBMISSION OF PROPOSALS:

A. Firms or companies desiring to provide services, as described herein, shall submit an original, (clearly marked as “original”) sealed Technical Proposal and nine (9) copies (a total of 10 Technical Proposals)

Firms or companies desiring to provide services, as described herein, shall submit an original, (clearly marked as “original”) sealed Price Proposal and nine (9) copies (a total of 10 Price Proposals) **not later than 2:00 P.M. local time, November 10, 2011 to:**

Orange County Purchasing and Contracts Division
Internal Operations Centre II
400 East South Street, 2nd Floor
Orlando, Florida 32801

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.

Part One - Qualifications

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied. See the following website for more information:

<http://www.dot.state.fl.us/procurement/prequalification.shtm> See Rule 14-75 for pre-qualifications

Proposers shall submit with their proposal copies of all applicable FDOT issued Certificates of Qualification for all Design build Team members. Include certificates in the Technical Proposal submittal.

Part Two – Technical Proposal

Proposers will be required to submit a Technical Proposal and Price Proposal based upon the Design Criteria contained in Section V.

Technical Proposal - The content and form of the Technical Proposal shall present a clear, comprehensive and well-documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements set forth in the Design Criteria and other stated requirements of the design-build Contract.

The Proposer shall describe steps to administer, coordinate, and complete all requirements of the design-build project with special emphasis on design quality control and construction quality assurance.

The Proposer shall demonstrate how the requirements and provisions of the Design Criteria package will be implemented with requirements pursuant to the intended design-build Contract.

The Technical Proposal shall include preliminary designs, plans and specifications, and schedules for design and construction. The Technical Proposal shall contain sufficient information to enable a Technical Evaluation Team to evaluate each of the criteria to be used in scoring the Technical Proposals. Those Technical Proposal evaluation criteria are included in Part I of this RFP.

Part Three – Price Proposal

Price Proposal - The Price Proposal shall be submitted concurrent with submittal of the Technical Proposal and shall consist of a total lump sum for design and construction of the project described in the Design Criteria supported by separate costs for design and construction. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the design-build project, including but not limited to design, plans approval, permitting, construction, and activation of the project. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and service fee (profit).

The Price Proposal shall be submitted with the Proposer's Technical Proposal in a separate, sealed envelope and shall be publicly opened at the date and time indicated in the Request for Proposals. Price Proposals exceeding the County's budget amount may be rejected from further consideration, or in the alternative, negotiations may be conducted with the Proposer. The County reserves the right to negotiate both Technical and Price Proposals. The Proposer will be responsible for creation of the project design based on the criteria in the Design Criteria.

A non mandatory Pre-Proposal conference shall be conducted on October 24, 2011 at 11:00 A.M., at Public Works Complex, 3rd Floor Highway Construction Conference Room, 4200 South John Young Parkway, Orlando, Florida 32839. All interested parties are strongly encouraged to attend.

- B. The time and date for receipt of Proposals shall be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp/clock in the Purchasing and Contracts Division shall serve as the official authority to determine timeliness of the Proposals.

Proposals received after the specified time and date shall be returned unopened. On the due date specified above, all Proposals shall be opened publicly and the names of all Proposers shall be read aloud.

- C. Any Proposals may be withdrawn at the County's discretion.
- D. 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.
- E. Costs of preparation of a response to this Request for Proposals are solely those of the Proposer and the County assumes no responsibility for any such costs incurred by the Proposer.
- F. Proposers are to submit ONLY the attached forms, lettered A, B, I, L, M, N, O, P and the verification of bonding capacity letter from the Surety in the same order as presented herein. Failure to submit forms A, B, I, L, M, N, O, P and the verification of bonding capacity letter from the Surety may result in disqualification of your Proposal. This shall also apply to Form K if the Proposer is submitting as a joint venture. The County will not be responsible for re-calculation or interpretations of information provided on any form.
- G. NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project.
- H. Proposers shall not submit the Standard GSA Form 254 or 255. Submittal of Forms 254 or 255 shall result in disqualification of your Proposal as non-responsive.
- I. Proposers shall not 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.
- J. Proposers shall not fax their Proposal. Faxed Proposal's shall be rejected as non-responsive, regardless of where the fax is received.
- K. Proposers must indicate on their Proposal envelope the following:
 - Request for Qualifications Number – Y12-803-CH
 - Date of Opening – November 10, 2011
 - Name of Proposer
 - Return Address of the Proposer
- L. No oral interpretation of this Request for Proposals or any other Contract documents shall be made to any Proposer orally. Every request for interpretation should be in writing addressed to Carol Hewitt, Senior Contract Administrator at email: carol.hewitt@ocfl.net or fax number (407) 836-5899. To be given consideration, such requests must be received by the date stated in Part C, Paragraph 3.C of this Request for Proposals.

Any and all such interpretations and any supplemental instructions shall be in the form of a written addendum which, if issued, shall be available for all prospective Proposers to download at www.orangecountyfl.net. A copy may be obtained by the Proposer or his/her representative at Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South St., Orlando, FL 32801. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become part of the Contract Documents and receipt acknowledged on the Proposal Form or by submittal of the addendum with the Proposal, with the acknowledgement section completed.

- M. All Technical and Price Proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Technical and Price Proposals shall be signed in the name of the firm by one or more of the partners.

When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Proposal.

- N. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
- O. The Proposer understands that this RFP does not constitute an agreement or Contract with the Proposer.
- P. 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.
- Q. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635. Scores of short listed firms shall be available by visiting Orange County Government's website at: www.orangecountyfl.net twenty-four (24) hours following the Procurement Committee Meeting. Proposers will not be notified.

3. DRUG FREE WORKPLACE/TOBACCO FREE CAMPUS:

- A. The selected firm must provide the Drug Free Workplace (Form L), in accordance with Florida Statute 287.087, prior to Contract award.
- B. All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

4. DEVIATIONS:

Proposers are hereby advised that Orange County will only consider Proposals that fulfill the obligations and requirements imposed upon them by this Request for Proposals.

Nothing contained herein shall place a duty upon the County to reject Proposals or award a Contract based upon anything other than its sole discretion as described herein.

5. SOLICITATION CANCELLATION:

Orange County reserves the right, and the Manager of Purchasing and Contracts 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 of protest pursuant to the Orange County Code.

6. CONTRACT DOCUMENTS:

The Contract Documents shall include the documents stated in the Contract (Titles, Subtitles, Headings, Running Headlines, Table of Contents and Indexes are used merely for convenience purposes).

7. MODIFICATION/ALTERATION OF SOLICITATION AND/OR CONTRACT DOCUMENTS

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.

8. LAWS AND REGULATIONS:

The Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the solicitation and Contract throughout, and they shall be deemed to be included in the solicitation/Contract the same as though herein written.

9. REQUIRED DISCLOSURE:

Proposer shall disclose all material facts with its Proposal submission pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years anywhere in the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure shall not apply to any person or entity who is a stockholder, owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

The Board of County Commissioners may reject, at its sole discretion, any Proposer the Commission finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Proposer failing to make the disclosure required herein.

By submitting a Proposal, Proposer recognizes and accepts that the Board of County Commissioners may reject any Proposal at its sole discretion and the Proposer waives any claim it might have for damages or other relief arising from the rejection of its Proposal or resulting directly or indirectly from the rejection of its Proposal based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Proposal.

10. EXECUTION OF WRITTEN CONTRACT:

The Contract that the County intends to use for award is enclosed for reference (Volume II). 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.

Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the County to this Proposer; said signing to be accomplished within ten (10) days after receipt of the negotiated Contract.

The County will issue an "Official Notice to Proceed" on the project within ninety (90) days of the Contract date.. In the event the County has not issued the Official Notice to Proceed within the 90-day period above, the Design-Builder shall have the option to rescind the Contract or continue with the Contract as originally proposed.

11. INSURANCE:

The Design-Builder shall provide bonds and insurance coverage of the types and at the limits described in Article 5 of the General Conditions of the Contract.

12. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:

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.

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 or damage suffered as a result of any act, event, or failure to act. 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.

13. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.):

In instances where such is applicable due to the nature of the matter with which this SOQ package is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposer's signature upon the SOQ being by this reference considered a certification of such fact.

14. EQUAL OPPORTUNITY:

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

Further, the awarded Design-Builder shall abide by the following provisions:

- (a) The awarded Design-Builder shall represent that awarded Design-Builder has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded Design-Builder 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 design-build contract shall be incorporated by the awarded Design-Builder into the contracts of any applicable subcontractors.

15. LICENSING REQUIREMENTS:

Proposer shall supply (with Technical Proposal) appropriate license(s), with expiration dates, as part of their Proposal. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Proposal. Licenses shall be in the Proposer's name as it appears on the Proposal Form. Proposer shall supply copies of appropriate licenses showing the qualifying agent and expiration dates, as part of their Proposal. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Proposal.

16. SECURITY FORFEITURE

If, within ten (10) days after issuance of Notice of Award of a contract, the successful Proposer refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Proposers' Proposal security (Cashier's Check or Proposal Bond) shall be forfeited and the same shall be retained by the County.

No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his Proposal security or as a defense to any action.

17. PERFORMANCE BONDS AND PAYMENT BONDS

A Payment Bond and a Performance Bond issued in a sum equal to one hundred (100%) percent of the total awarded Contract amount (including design *and* construction) by a surety company considered satisfactory by the County according to the criteria in Article 10 of the Contract shall be required from the successful Proposer for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Proposer's performance under such Contract, and insuring the faithful performance of the obligations imposed by the resulting Contract. The Payment Bond and the Performance Bond forms are included in the Contract Documents and said forms must be properly executed by the Surety company and Design-Builder within ten (10) days after receipt of notification from the County of its award of the Contract.

18. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, the surety company issuing the Proposal Bond, the Performance Bond and the Payment Bond, as called for in the Contract Documents, shall meet and comply with the following minimum standards:

- A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- B. Surety must be listed on the US Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

- B. All bonds shall be originals and issued or countersigned by a licensed producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds.
- C. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.

19. TRENCH SAFETY ACT

If Applicable -

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Proposal is required to complete the form entitled: Compliance With Florida Trench Safety Act (90-96, Laws Of Florida) and return the form with the Price Proposal Form. (Form B, Attachment D). This is not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Proposer has considered these costs and included them in the Price Proposal. Failure to complete this form may result in the Proposal being declared non-responsive.

20. MISCELLANEOUS:

- A. 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 that, in its sole judgment, is most advantageous and best serves the over-all interest of the County.
- B. 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 r Proposals.
- C. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposal.
- D. By submission of an Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal shall 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.
- E. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposals, unless specifically identified as a non mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
- F. 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.

G. LICENSES/PERMITS/FEES:

The Orange County Government Fee Directory, incorporated herein by reference, contains a list of licenses, permits and fees that may apply to this project.

The fee directory link, "Fees" is available at:

<http://www.orangecountyfl.net/tabid/808/default.aspx>

Proposers shall review all applicable licenses, permits and fees and contact the applicable agency if there are any questions.

21. CONTRACT AWARD CRITERIA:

The County will award a single Design/Build Contract for this requirement.

22. 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. Form P is provided for this information and shall be completed and submitted with the proposal.

A. Introduction.

Orange County has issued this Request for Proposals (RFP) to solicit competitive proposals from Proposers for the design and construction of Intelligent Transportation System (ITS) infrastructure and Intelligent Transportation System (ITS) sub-system components along 39 miles of roadways in Orange County, Florida. In addition, traffic signals shall be upgraded from span-wire to mast-arms at five intersections.

ITS subsystems shall be defined as a fiber optic network system (FON) and a closed circuit television (CCTV) camera system. Central control software inclusive of its hardware such as but not limited to servers, computers etc., shall be furnished and installed at the Orange County Traffic Management Center (TMC) for the functioning purposes of remote control management of the traffic signal system from the Orange TMC. The overall system being installed shall be considered the Orange County Advanced Traffic Management System (ATMS) Phase 2B.

The purpose of the project is to upgrade existing signalized intersections to Ethernet functionality and to install a fiber optic interconnect throughout the project limits to relay command and control communications to the upgraded signalized intersections through the wide-area network (WAN) of Orange County to the Orange County Traffic Management Center (TMC). Upgrades to existing signal intersection detection and installation of CCTV cameras will further enhance the overall traffic control system by providing remote traffic signal management and monitoring capability of the sub-systems through the WAN. These upgrades will allow Orange County to operate and maintain these corridors in a more efficient and cost-effective manner.

Each Design/Build Firm is to develop design approaches with corresponding schedules that maximize the amount of scope in the RFP. The scope may be modified within the criteria defined in the "Description of Work" section below. A scope change can be defined as physical items actually altered from the RFP and all scope changes shall be shared with the Design/Build Firms. The competition is on project scope, qualifications, quality, innovation, schedule and costs.

For this project, the County considers the following to be requirements of the project that are not to be changed by the Design/Build Firms:

- Construct within the right-of-way owned by FDOT District 5 and/or Orange County
- Proposed system upgrades to signalized intersections compatible with Orange County existing hardware and management software with no additional conversion hardware or software required to accomplish compatibility.

Any changes to requirements of the RFP by a Design/Build Firm must be approved by the County prior to the information cut-off date. These changes shall be shared with other Design/Build Firms. Innovative concepts will not be shared with other Design/Build Firms. An innovative concept or idea would be Design Build Firms means and methods in constructing the project and not part of approved changes to the RFP.

Definitions:

Department means State of Florida Department of Transportation.

County means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

USDOT means United States Department of Transportation.

The **County** has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for **Orange County Advanced Traffic Management System (ATMS) Phase 2B.**

Description of Work

The criteria defined in Section V. Paragraph P & Q and description of work shall be designed following the methodology of the conceptual design plans provided in Attachment 2.

The scope of services will provide the engineering analysis, design plan preparation, and construction services to install overhead and underground fiber optic cable and CCTV cameras, and upgrade five existing traffic signals as detailed below. The need for jurisdictional agency permitting services and joint use utility permitting is anticipated. The following paragraphs serve as details to the scope of services required for this project.

This project includes installation of fiber optic traffic signal interconnect along 39 miles of state and county roads, including:

Corridor	From	To	Length (mi)
Apopka Vineland Road	Lake Street	Sand Lake Road	4.1
Beggs Road/ Edgewater Drive	Pine Hills Road	Magnolia Homes Road	1.7
Kissimmee-Vineland Road (SR 535)	Buena Vista Parkway	Hotel Plaza Boulevard	2.5
Landstar Boulevard	Town Center Boulevard	E Wetherbee Road	2.5
Town Center Boulevard	Town Loop Boulevard	Landstar Boulevard	4.1
World Center Parkway (SR 536)	World Center Drive	International Drive	1.1
Alafaya Trail	Curry Ford Rd	Huckleberry Finn Drive	0.9
Dr. Phillips Boulevard	Wallace Road	Conroy-Windermere Road	2.3
Hiawasse Road/ Piedmont Wekiwa Road	Promenade Plaza	Welch Road	8.8
Lake Underhill Road	Alafaya Trail	Woodbury Road	0.6

McCoy Road (SR 482)	SR 528 West Ramp	Conway Road	1.1
Semorán Boulevard (SR 436)	Sheeler Avenue	Piedmont Wekiwa Road	1.5
Pine Hills Rd	W Colonial Dr (SR 50)	Silver Star Rd (SR 438)	1.8
Rio Grande Rd	Holden Av	Michigan St	1.4
US 192	Avalon Rd	Orange Lake Bv	1.5
Winter Garden Vineland Rd	Reams Rd	Ficquette Rd	3.2
Total: Fiber Optic Signal Interconnect			39.1

Fiber Optic trunk cables shall be installed with drops to all signalized intersections along those roads. Signal equipment and system upgrades will also be made to accommodate the fiber optic communication system to the traffic management center and monitoring traffic conditions at key intersections. Wireless communication may also be provided to remote signalized intersections at which fiber optic communication is not cost feasible.

In addition, traffic signals shall be upgraded from span-wire to mast-arms at five intersections, including:

1. Central Florida Parkway at Orangewood Blvd
2. Pine Hills Rd at Londonderry Blvd
3. Dean Rd at Lake Underhill Rd
4. University Blvd at Driggs Dr
5. Pine Hills Rd at Balboa Dr

These upgrades shall be made to the latest FDOT and Orange County standards.

B. Design/Build Responsibility

The Design/Build Firm shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the **County**, any required modification of permits acquired by the **County**, maintenance of traffic, demolition, and construction on or before the date indicated in their proposal. The Design/Build Firm will coordinate all utility relocations.

The Design and Construction Criteria (Section V) sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and environmental permitting agencies, and the public.

The Design/Build Firm shall demonstrate good project management practices while working on this project. These include communication with the **County** and others as necessary, management of time and resources, and documentation.

One critical reporting component is a requirement for prime Design/Build firms to have a Dun and Bradstreet (DUNS) number. This is a unique nine-digit firm identification number issued by Dun & Bradstreet. It is not the same as a firm's Tax ID Number. Design/Build Firms who don't already have a DUNS number can register for it thru the following website: <http://www.dnb.com/us/>

Design/Build Firms who do not already have a DUNS number should begin the application process. According to the D&B website, it takes a minimum of 30 business days for a new D&B DUNS Number to be processed.

C. County Responsibility

The **County** will provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the improvements. The **County** will provide job specific information and/or functions as outlined in this document.

I. Schedule of Events

Below is the current schedule of the remaining events that will take place in the selection process. The **County** reserves the right to make changes or alterations to the schedule as the **County** determines is in the best interests of the public. Proposers shall be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **County**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
11/16/11	Shortlist meeting
10/18/11	Deadline for submission of written questions prior to the pre-proposal meeting
10/24/11	Non mandatory Pre-proposal Conference at 2:00 P.M. local time in Public Works Highway Construction Conference, 4200 South John Young Parkway, Orlando, Florida 32839.
10/27/11	Final deadline for submission of questions/information
11/10/11	Technical Proposals and Price Proposals due in County Office by 2:00 P.M.local time
11/16/11	Public announcing of Price Proposals at 1:30 P.M. local time in Orange County Purchasing & Contracts Division, Internal Operations Centre II 400 East South Street, 2 nd Floor Conference Room, Orlando, Fl 32801
11/17/11	Posting of the County's intended decision to Award (will remain posted for five (5) full business days
12/06/11	Anticipated Award Date
12/16/11	Anticipated Execution Date

II. Threshold Requirements.

A. Qualifications

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied. See the following website for more information:

<http://www.dot.state.fl.us/procurement/prequalification.shtm> See Rule 14-75 for pre-qualifications

Proposers shall submit with their proposal copies of all applicable FDOT issued Certificates of Qualification for all Design build Team members. Include certificates in the Technical Proposal submittal.

B. Joint Venture Firm

If the Proposer is a joint venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who shall be responsible for the engineering, quality control, and geotechnical and construction portions of the Work.

C. Price Proposal Guarantee

The Price Proposal shall be submitted with the Proposer's Proposal in a separate, sealed envelope and shall be publicly opened at the date and time indicated in the Request for Proposals. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the design-build project, including but not limited to design, plans approval, permitting, construction, and activation of the project. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and service fee (profit).

Price Proposals exceeding the County's budget amount may be rejected from further consideration, or in the alternative, negotiations may be conducted with the Proposer. The County reserves the right to negotiate both Technical and Price Proposals. The Proposer shall be responsible for creation of the project design based on the criteria in the Design Criteria package.

D. Pre-Proposal Conference

Attendance at the pre-proposal meeting is non mandatory. All questions of Proposers to be discussed at the pre-proposal meeting must be submitted in writing by the deadline stated in the Schedule of Events. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the design and construction criteria, CPM schedule, and method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the **County's** opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the **County** will issue a written summary of questions and answers or an addendum to this Request for Proposals as the **County** determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, shall be binding on the **County**. FHWA shall be invited on oversight projects, in order to discuss the project in detail and to clarify any concerns. The Proposers shall be instructed to direct all questions after the meeting to one entity, either the Project Manager or the Contracting Unit.

During and after the meeting, it is the responsibility of the County to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the **County** relating to the project prior to the information cutoff date, the **County** will ensure that all Proposers receive the same information in a timely fashion. The project file will clearly document all communications with any Firm regarding the design and construction criteria by the Contracting Unit or the Project Manager.

E. Question and Answer Session: Not Applicable

F. Protest Rights

SHORTLISTS, PROTESTS AND LOBBYING: The short list of firms, ranked by score, highest to lowest, shall be posted for review by interested parties at the Purchasing and Contracts 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 Purchasing and Contracts 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 lobbying and protests can be found at the following site:

Orange County Lobbyist Regulations General Information –
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

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.

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.

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

G. GAG RULE:

- A. Proposers are hereby cautioned not to contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this SOQ until such time as a Contract is awarded. All inquiries pertaining to this Request for Qualifications must be directed through the Purchasing and Contracts Division.

Notwithstanding this caveat, Proposers may contact staff in County Divisions that have permitting or other regulatory authority over the project; for example, the Zoning Division, or Building Division.

- B. Questions concerning this Request for Qualifications must be directed to Carol Hewitt, (407) 836-5598, between the hours of 9:00 a.m. and 4:00 p.m. weekdays. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
- C. Submit any concerns/questions about this solicitation to the Purchasing and Contracts Division. Also, you may be required to submit your questions in writing, **no later than 4:00 P.M. on October 27, 2011, to:**

Carol Hewitt, Senior Contract Administrator
Purchasing and Contracts Division
Internal Operation Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801
EMAIL: carol.hewitt@ocfl.net

H. DESIGN CRITERIA PACKAGE

The firm to whom the design-build contract is awarded shall be responsible for creation of the project design and construction of the project, based on the criteria in the design criteria package.

I. INACCURATE INFORMATION

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, shall be disqualified from consideration.

J. COMPLIANCE WITH CONTRACT TERMS

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 non mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.

K. ALTERNATIVE SOLUTIONS

Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Work herein.

L. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design/Build projects are those proposals wherein the same Engineer is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design/Build Firms for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

M. Waiver of Irregularities

The **County** may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the **County's** interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The **County**, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.
3. In no event will any such elections by the **County** be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the project shall be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established **County** policies. Innovation should be limited to Design/Build Firm's means and methods, roadway alignments, approach to project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

N. Modification or Withdrawal of Proposal

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal shall be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

O. County's Responsibilities

This Request for Proposal does not commit the **County** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the project shall be given to the **County's** Project Manager.

The **County** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **County**, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. Proposers shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

P. Design/Build Contract

The **County** will enter into a Lump Sum contract with the successful Design/Build Firm. In accordance with Section V, the Design/Build Firm will provide a schedule of values to the **County** for their approval. The total of the Schedule of Values shall be the lump sum contract amount. The terms and conditions of this contract are fixed price and fixed time. The Design Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

Q. Ethic 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 shall 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.

R. Joint Venture

Joint Venture 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.

S. Conflict of Interest

Form I, as edited 11/20/02, Conflict/Non-Conflict of Interest and Litigation Statement, shall be completed and signed. Additional requested information shall be attached, if applicable.

T. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

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

III. Florida Department of Transportation’s Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The Florida Department of Transportation (Department) has an overall eight point one eight percent (8.18%) race-neutral DBE goal. Because this is a Federal-aid contract, the Design/Build Firm should fully comply with the goal. This means that the State’s goal is to spend at least 8.18% of the highway dollars with Certified DBE’s as prime Design/Build Firms or as subcontractors. Race-neutral means that the Department believes that the 8.18% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this project and assigned a DBE availability goal shown on the bid blank/contract front page under “% DBE Availability Goal”. Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this project based on the number of DBE’s associated with the different types of work that shall be required.

Under 49 Code of Federal Regulations Part 26, if the 8.18% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Design/Build Firms to actively pursue obtaining bids and quotes from Certified DBE’s.

B. Anticipated DBE Participation Statement:

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE’s. This information is being collected through the Anticipated DBE Participation Statement. This statement shall be submitted to the Department’s LAP Administrator or MPO Liaison Officer who will then submit it electronically to the Department’s Equal Opportunity Office. Although these statements WILL NOT become a non mandatory part of the contract, they will assist the Department in tracking and reporting planned or estimated DBE utilization. These Plans should be mailed to or faxed to:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
Fax No. (850) 414-4879

Questions concerning the Anticipated DBE Participation Statement may be directed to the Department's Equal Opportunity Office by calling (850) 414-4747.

C. Equal Opportunity Reporting System:

The Design/Build Firm is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at, <http://www.dot.state.fl.us/equalopportunityoffice/> actual payments, minority status, and the work type of all subcontractors and suppliers. All DBE payments must be reported whether or not the prime initially planned to utilize the company. Each month the prime must report actual payments to all DBE and MBE subcontractors and suppliers. In order for the race neutral DBE Program to be successful, cooperation is imperative.

D. DBE Supportive Services Providers:

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE's. This consultant is also required to work with prime Design/Build Firms, who have been awarded contracts, to assist in identifying DBE's that are available to participate on the project. The successful Design/Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

E. DBE Affirmative Action Plan:

A DBE Affirmative Action Plan must be approved and on file with the Department's Equal Opportunity Office prior to award of the contract for each prime Design/Build Firm. Update and resubmit the plan every three years. No Contract shall be awarded until the Department approves the plan. The DBE Affirmative Action Plan must be on your company's letterhead, signed by a company official, dated and contain all elements of an effective DBE Affirmative Action Plan. These Plans should be mailed or faxed to:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
Fax No. (850) 414-4879

Questions concerning the DBE Affirmative Action Plan may be directed to the Equal Opportunity Office by calling (850) 414-4747.

F. Bidders Opportunity List:

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

On the Bidders Opportunity Form if the answers to numbers 2, 3, 4, or 5 are not known, leave them blank and the Department will complete the information. This information should be returned with the bid package or proposal package or submitted to the Equal Opportunity Office within three days of submission. It can be

mailed to the Department's Equal Opportunity Office at the address above or faxed to (850) 414-4879.

IV. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.

A. Governing Regulations:

The services performed by the Design/Build Firm shall be in compliance with all applicable Manuals and Guidelines including the County, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the County at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Design Standards and Design Standards Modifications. The Design/Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Design Standard Modifications that is in effect at the time the bid price proposals are due in the District Office. The Design/Build Firm shall use the 2009 edition of the MUTCD. It shall be the Design/Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. The services will include preparation of all documents necessary to complete the project as described in Section I of this document.

1. Florida Department of Transportation Roadway Plans Preparation Manuals
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.dot.state.fl.us/specificationoffice/Default.shtm>
4. Florida Department of Transportation Surveying Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation EFB User Guide (Electronic Field Book)
<http://www.dot.state.fl.us/surveyingandmapping/downloads.shtm>
6. Florida Department of Transportation Drainage Manual
<http://www.dot.state.fl.us/rddesign/dr/Manualsandhandbooks.shtm>
7. Florida Department of Transportation Soils and Foundations Handbook
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
8. Florida Department of Transportation Structures Manual including Temporary Design Bulletins
<http://www.dot.state.fl.us/structures/manlib.shtm>
9. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook Roadway Standards
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
10. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>

11. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/item_details.aspx?ID=110
12. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility For Life Program
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf>
14. Traffic Engineering and Operations Making Roads Safer for Older Drivers
<http://www.dot.state.fl.us/trafficoperations/Operations/ElderRdUser.shtm>
15. American with Disabilities Act
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
16. Florida Highway Landscape Guide
<http://www.dot.state.fl.us/emo/beauty/landscap.pdf>
17. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>
18. Florida Department of Transportation Pavement Coring and Evaluation Procedure
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation District Design Guidelines
<http://www.dot.state.fl.us/rddesign/updates/files/updates.shtm>
20. Florida Department of Transportation District Design Memos or Practices Manual (as applicable)
<http://www2.dot.state.fl.us/fdotd5erc/SFiles.aspx>
21. Florida Department of Transportation Utility Accommodation Manual
<http://www.dot.state.fl.us/rddesign/utilities/UAM.shtm>
22. AASHTO – Specifications for Highway Bridges
https://bookstore.transportation.org/category_item.aspx?id=BR
23. Florida Department of Transportation Construction Project Administration Manual
<http://www.dot.state.fl.us/construction/Manuals/cpam/CPAMManual.shtm>
24. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
25. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
26. Florida Department of Transportation Pavement Type Section Manual
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
27. Florida Department of Transportation Right of Way Manual
<http://www.dot.state.fl.us/rightofway/Documents.shtm>
28. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm

29. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
30. Florida Department of Transportation Bicycle Facilities Planning and Design Handbook
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625010050.pdf>
<http://www.dot.state.fl.us/emo/pubs/pdeman/pt2ch14.pdf>
31. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
32. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
33. **Florida Statutes**
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
34. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, 5th Edition, 2009
https://bookstore.transportation.org/item_details.aspx?ID=1319
35. Florida Department of Transportation – Traffic Engineering Manual
<http://www.dot.state.fl.us/trafficoperations/Operations/Studies/TEM/TEM.shtm>
36. Florida’s Highway Guide Sign Program, Rule Chapter 14-51, F.A.C.
http://www.dot.state.fl.us/trafficoperations/Operations/Studies/TEM/14-51_PartI.shtm
37. FDOT Minimum Specifications for Traffic Control Signal Devices
http://www.dot.state.fl.us/trafficoperations/Traf_Sys/terl/apl4.shtm
38. FDOT Approved Products List
<http://www3.dot.state.fl.us/trafficcontrolproducts/>
39. FDOT Qualified Products List
<http://www.dot.state.fl.us/Specificationsoffice/ProductEvaluation/QPL/Default.shtm>
40. FDOT District V Design/Build Shop Drawing submittal process
<http://www.dot.state.fl.us/construction/DistrictOffices/d5web/files/sop/ch8/Design-Build%20Shop%20Drawings%20Submittal.pdf>
41. FDOT District V Guidelines for Traffic Signal Plan Preparation
<http://www2.dot.state.fl.us/fdotd5erc/SFiles.aspx?C=4>
42. FDOT District V Guidelines for Signing and Pavement Marking Plans
<http://www2.dot.state.fl.us/fdotd5erc/SFiles.aspx?C=4>
43. FDOT District V Design Engineer Memorandums
<http://www2.dot.state.fl.us/fdotd5erc/SFiles.aspx?C=25>
44. FDOT Office of Construction Memorandums
http://www.dot.state.fl.us/construction/memos/Current_Memo/CurrentMemos.shtm

45. AASHTO Roadway Lighting Design Guidelines
https://bookstore.transportation.org/item_details.aspx?ID=320
46. FDOT “Open Roads Policy”
http://www.dot.state.fl.us/trafficoperations/Traf_Incident/pdf/Open_Roads_Policy_FDOT_FHP.pdf
47. FDOT Preparation and Documentation Manual
<http://www.dot.state.fl.us/construction/Manuals/finalet/p&d/PrepDocManual.shtm>
48. FDOT Driveway Information Guide
<http://www.dot.state.fl.us/planning/systems/sm/accman/default.shtm>
49. Federal Aviation Authority (FAA), Part 77 Regulations
http://www.access.gpo.gov/nara/cfr/waisidx_04/14cfr77_04.html

B. Innovative Aspects:

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established **County** policies. Innovation should be limited to Design/Build Firm’s means and methods, roadway alignments, approach to project, etc.

C. Geotechnical Services:

1. General Conditions

The Design/Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

The Design/Build Firm shall provide the County signed and sealed design and construction reports. The reports shall be a record set of all geotechnical information, including relevant support data.

1. **Pile Foundations: Not Applicable**
3. **Drilled Shaft Foundations for Bridges and Major Structures: Not Applicable**
4. **Drilled Shaft Foundations for Miscellaneous Structures:**

The Design/Build Firm shall employ geotechnical and drilled shaft testing consultants with the following minimum qualifications:

- Professional engineers registered in the State of Florida with at least 3 years of post-registration experience in drilled shaft foundation design and construction.
- The drilled shaft installation shall be supervised and certified by the Geotechnical Foundation Design Engineer of Record. These services shall include providing

CTQP-qualified Drilled Shaft Inspectors in the numbers necessary to comply with County specifications for recording drilled shaft construction records. Provide drilled shaft construction logs to FDOT within 24 hours of completing the shaft.

- Use drilled shaft superintendents in responsible charge of drilling operations experienced in drilled shaft installation and testing in the State of Florida. This “responsible charge” experience shall include at least three (3) projects with drilled shaft foundations of similar size.

D. Environmental Permits:

It is anticipated that the proposed project will not require a state Environmental Resource Permit, Section 404 permit, or any protected species permits. It is the Proposer’s responsibility to ensure that all wetlands are avoided during construction. A safe-upland line should be provided on construction plans to ensure that the contractor does not perform work or stage equipment within jurisdictional wetlands that are within 25 feet of the construction limits. Should wetland impacts be unavoidable, the following section describes permitting requirements (also described in Section III.H: Waiver of Irregularities).

All efforts should be made to avoid impacts to protected species and their habitat. Should protected species impacts be unavoidable, the Design Build Firm shall be responsible for obtaining any necessary protected species permits (including required mitigation). Gopher Tortoise (*Gopherus polyphemus*) burrows have been identified near the project but are currently located outside of the jurisdictional 25 foot buffer limits of conceptual design. The gopher tortoise is listed as a State Threatened species. FDOT will require the chosen Design Build Firm to conduct a species-specific survey that adheres to standardized methods, prior to construction, to ensure no impacts will occur to new tortoise burrows within 25 feet of the project limits. If impacts will occur, a relocation permit from the Florida Fish and Wildlife Conservation Commission shall be required, and shall be sole responsibility of the Design/Build Team to secure. The Chosen Design/Build team shall coordinate with the District Permit Coordinator prior to consulting any regulatory agency during design.

1. Storm Water and Surface Water:

Plans shall be prepared in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code.

2. Permits:

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits shall be the responsibility of the Design/Build Firm. Preparation of complete permit packages shall be the responsibility of the Design/Build Firm. The Design/Build Firm will obtain permits while acting as an authorized representative for the “County” for permitting purposes only. If any agency rejects or denies the permit application, it is the Design/Build Firm’s responsibility to make whatever changes necessary to ensure the permit is approved.

The Design/Build Firm shall be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design/Build Firm.

The Design/Build Firm shall be responsible for an assessment of all potential gopher tortoise habitat that could be impacted by the project. The habitat shall be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures shall be employed to avoid impacts. The Design/Build Firm shall be responsible for obtaining an FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided, and relocation shall be performed at a time as close as practicable to the start of construction activities at the site of the burrows. If new burrows are found after relocation, their occupants will also be relocated. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office.

The Design/Build Firm shall be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Design/Build Firm.

However, notwithstanding anything above to the contrary, upon the Design/Build Firm's preliminary request for extension of Contract Time, pursuant to 8-7.3, being made directly to the District Construction Engineer, the County reserves unto the District Construction Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design/Build Firm in securing permits. Furthermore, as to any such impact, no modification provision shall be considered by the District Construction Engineer unless the Design/Build Firm clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design/Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the District Construction Engineer under this provision.

3. Signed and Sealed As-Built Drawings

The Design/Build Firm shall adhere to all environmental permit conditions related to as-built certification.

E. Railroad Coordination:

Orange County will conduct the required contract negotiations and plans review coordination. All required Railroad Reimbursement Agreements shall be between the railroad owner and Orange County. Copies of the approved Agreements shall be made available to the Design/Build Firm. The Design/Build Firm must comply with the terms of these agreements. The Design/Build Firm must make the necessary arrangements with the railroad owner prior to encroachments into the railroad rights-of-way.

F. Survey:

The Design/Build Firm shall perform all surveying and mapping services necessary to complete the project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data shall be furnished to the District Surveyor in a County approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the County's Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 61G17, Florida Administrative Code (F.A.C.), pursuant to Section 472.027, Florida Statutes (F.S.) and any special instructions from the

County. This survey also must comply with the Department of Environmental Protection Rule, Chapter 18-5, F.A.C. pursuant to Chapter 177, F.S., and the Department of Environmental Protection.

G. Verification of Existing Conditions:

The Design/Build Firm shall be responsible for verification of existing conditions, including research of all existing **County** records and other information.

By execution of the contract, the Design/Build Firm specifically acknowledges and agrees that the Design/Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design/Build Firm and that any information is being provided merely to assist the Design/Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation shall be paid in the event of any inaccuracies in the preliminary information.

H. Submittals:

1. Plans:

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet.

Submittals shall contain the following:

- Plan sheets developed to the specified level of detail (i.e. 60%, 90% plans, Final plans, etc.),
- Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 60%, 90% and final component submittals.

The Design/Build Firm shall provide copies of required review documents as listed below.

60% Component Plans

5 sets of 11" X 17" each component set, except ITS plans
5 sets of 11" X 17" ITS plans
5 sets of 11" X 17" Signalization plans
5 copies of Final Geotechnical Report

90% Component Plans

5 sets of 11" X 17" each component set, except ITS plans
5 sets of 11" X 17" ITS plans
5 sets of 11" X 17" Signalization plans
2 copies of Specifications Package
Independent Peer reviewer's comments and comment responses
2 sets of 11" x 17" ITS plans and signal plans in Adobe Acrobat format (.pdf) on CD's

Final Component Plans

8 sets of 11" X 17" each component set, except ITS plans
5 sets of 11" X 17" ITS plans

5 sets of 11" X 17" Signalization plans
2 sets of final documentation
1 signed and sealed copy of Specifications Package
2 sets of electronic copies of Specifications Package and 11" x 17" plans in Adobe (.pdf) format on CD's

Construction Set:

1 set of 11"X 17" copies of the signed and sealed plans for the County to stamp "Released for construction".
2 sets of 11" x 17" ITS plans and signal plans in Adobe Acrobat format (.pdf) on CD's

Final signed and sealed plans shall be delivered to the County's Project Manager a minimum of 5 working days prior to construction of that component. The County's Project Manager will send a copy of a final signed and sealed plans to the appropriate office for review and stamping "Released for Construction". Only stamped signed and sealed plans are valid and all work that the Design/Build Firm performs in advance of the County's release of Plans shall be at the Design/Build Firm's risk.

Record Set:

The Design/Build Firm shall furnish to the County, upon project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 5 sets of 11 "X 17" copies of the signed and sealed plans
- 2 sets of final CADD files on CD (This can be added to the Final Project CD)
- 2 sets of 11" x 17" as-built roadway and component plans and 2 sets of the adaptive signal control implementation and timings plan final version in Adobe Acrobat format (.pdf) on CD

The Design/Build Firm's Professional Engineer in responsible charge of the project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the Department Plans Preparation Manual.

The Design Build Firm shall complete the record set as the project is being constructed. The record set becomes the as-builts at the end of the job and signed/sealed changes are by the EOR. The record set shall reflect all changes initiated by the Design/Build Firm or the County in the form of revisions. The record set shall be submitted on a Final Project CD upon project completion. The CEI shall do a review of the record set prior to final acceptance in order to complete the record set.

The CEI shall certify the final plans as per Section 4.5.7 of Chapter 4 of the Preparation and Documentation Manual (TOPIC No. 700-050-010)

I. Contract Duration:

The Design/Build Firm shall establish the contract duration for the subject project. In no event shall the contract duration exceed **540** calendar days. The schedule supporting the proposed contract duration shall be submitted with the Technical and Price Proposal. The official Proposed Contract Time shall be the one submitted with the Technical and Price Proposal.

J. Project Schedule:

The Design/Build Firm shall submit a project schedule, to support the contract duration submitted as part of the Technical and Price Proposal. The proposed schedule should allow 10 working days for **County** and/or FHWA if applicable (concurrent) review of design submittals. The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals
- Design Survey
- Design Reviews by the **County** and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Intelligent Transportation System Design
- Intelligent Transportation System Construction
- Landscape Design
- Landscape Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Additional Construction Milestones as determined by the Design/Build Firm
- Final Completion Date for All Work

The DESIGN BUILD FIRM'S schedule should allow for a ten (10) working day review time for

the **COUNTY'S** review of all design submittals with the exception of Category II structures. The review of Category II structures requires Central Office involvement and the schedule shall allow 15 working days for these reviews. The review period commences upon the **County's** receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Design/Build Firm. The **County's** review is not meant to be a complete and detailed review.

K. Meetings and Progress Reporting:

The Design/Build Firm shall anticipate periodic meetings with **County** personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- **County** technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings

During design, the Design/Build Firm shall meet with the **County's** Project Manager on a monthly basis and provide a month look ahead of the activities to be completed during the upcoming month.

During construction, the Design/Build Firm shall meet with the **County's** Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Design/Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

L. Public Involvement:

1. **General:**

Public involvement is an important aspect of the project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The Design/Build Firm shall be part of the Public Involvement effort but on a limited basis as described below.

2. **Community Awareness:**

The Design/Build Firm will review and comment on a Community Awareness Program provided by the County for the project.

3. **Public Meetings:**

The Design/Build Firm shall provide all support necessary for the County to hold various public meetings, which may include:

- MPO Meetings
- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)

The Design/Build Firm shall include attendance at up to eight (8) meetings to support the public involvement program (PIC).

For any of the above type meetings the Design/Build Firm shall provide all technical assistance, data and information necessary for the PIC to produce display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed project will create. This includes workshops, information meetings, and public hearings.

The Design/Build Firm shall, on an as-needed basis, attend the meetings with an appropriate number of his personnel to assist the County's Project Representative. The Design/Build Firm shall forward all requests for group meetings to the County. The Design/Build Firm shall inform the PIC of any meetings with individuals that occur without prior notice.

4. Public Workshops, Information Meetings:

The Design/Build Firm shall provide all the support services listed in No. 3 above.

All legal/display ads announcing workshops, information meetings, and public meetings shall be prepared and paid for by the County.

The County shall be responsible for the legal/display advertisements for design concept acceptance. The County shall be responsible for preparing and mailing (includes postage) for all letters announcing workshops and information meetings.

5. Public Involvement Data:

The Design/Build Firm is responsible for the following:

- Coordinating with the County.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the County.
- Providing required expertise (staff members) to assist the County on an as-needed basis.
- Preparing color graphic renderings and/or computer generated graphics to depict the proposed improvements for coordination with the FDOT, Orange County, and other agencies.

The collection of public input occurs throughout the life of the project and requires maintaining files, newspaper clippings, letters, and especially direct contacts before, during and after any of the public meetings. Articles such as those mentioned shall be provided to the County for their use and records.

In addition to collecting public input data, the Design/Build Firm may be asked by the PIC to prepare responses to any public inquiries as a result of the public involvement process. The County shall review all responses prior to mailing.

M. Quality Management Plan (QMP):

1. Design:

The Design/Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design/Build Firm under this contract.

The Design/Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design/Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design/Build Firm, as part of their normal operation or it may be one specifically designed for this project. The Design/Build Firm shall submit a QMP within 15 working days of the written Notice to Proceed. A marked up set of prints from the Quality Control review shall be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

The Design/Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. Construction:

The Design/Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the County. The Design/Build Firm will use the County's database(s) to allow audits of materials used to assure compliance with the STRG. The County has listed the most commonly used materials and details in the County's database. When materials being used are not in the County's database list, the Design/Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the "Access Instruction for LIMS" for more information on how to gain access to the County's databases: <http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/contractor.shtm>

Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Laboratory Information Management System (LIMS) 21 calendar days prior to commencement of construction. Update the Job Guide Schedule and submit it to the Engineer prior to each monthly progress estimate. The County may not authorize payment of any progress estimate not accompanied by an up-to-date Job Guide Schedule. Maintain the Job Guide Schedule throughout the project including the quantity placed since the previous submittal, and total to date quantity and any additional materials placed. Do not commence work activities that require testing until the Job Guide Schedule has been reviewed and accepted by the Engineer. At final acceptance, submit a final Job Guide Schedule that includes all materials used on the project in the same format as the monthly reports.

The County shall maintain its rights to inspect construction activities and request any documentation from the Design/Build Firm to ensure quality products and services are being provided in accordance with the County's Materials Acceptance Program.

N. Liaison Office:

The County and the Design/Build Firm will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the project.

For this project an Engineer's Field Office will not be required.

O. Schedule of Values:

The Design/Build Firm shall be responsible for invoicing the **County** based on current invoicing policy and procedure. Invoicing shall be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment shall be made upon final acceptance by the **County** of the Design/Build project. Tracking DBE participation shall be required under normal procedures. The Design/Build Firm must submit the schedule of values to the **County** for approval. No invoices shall be submitted prior to **County** approval of the schedule of values.

Upon receipt of the invoice, the **County's** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

P. Computer Automation:

The project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Department of Transportation policies and procedures. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are available for the MicroStation V8 format in the FDOT CADD Software Suite. However, it is the responsibility of the Design/Build Firm to obtain and utilize current County releases of all CADD applications.

The Design/Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design/Build Firm shall be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Intergraph / Micro station format, as described in the above referenced document.

The archived submittal shall also include either a TIMS database file, CADD Index file (generated from RDMENU) or documentation that shall contain the project history, file descriptions of all (and only) project files, reference file cross references, and plotting criteria a (e.g. batch, level symbology, view attributes, and display requirements). A printed directory of the archived submittal shall be included.

Q. Construction Engineering and Inspection:

The **County** is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Design/Build Firm is subject to the **County's** Independent Assurance (IA) Procedures.

R. Testing:

The **County** or its representative will perform verification and resolution testing services in accordance with the latest Specifications. On all Federal Aid Projects, the **County** or its representative shall perform verification sampling and testing on site as well as off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

S. Design/Build Firm Contractor Guaranteed/Value Added:

The Design/Build Firm may provide a Contractor guaranteed/Value Added Project Features, in accordance with Article 5-14 of the Specifications for the following features:

- Any products or features the Design/Build Firm desires.

The Design/Build Firm shall develop the Value Added criteria, measurable standards, and remedial work plans in the Design/Build Firm's technical proposal features proposed by the D/B Firm.

T. Adjoining Construction Projects:

The Design/Build Firm shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the **County**, or other regional and state agencies.

U. Design Issue Escalation:

The County has established the issue escalation process for design questions and conflict resolution that the Design/Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the County Project Manager. If the issue cannot be resolved at this level the County Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Design Engineer, followed by the Director of Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The County Project Manager will respond in a timely manner but not to exceed three working days. The Design/Build Firm shall provide any available supporting documentation.

The Design/Build Firm shall provide a similar issue escalation process for his organization with personnel of similar levels of responsibility.

The District Secretary will have the final authority on design decisions.

V. Construction Clarification, Conflict Resolution, and Issue Escalation:

In the event that construction problems occur, the resolution of those problems shall be processed in one of the following two ways unless revised by a Partnering agreement:

1. If the resolution does not change the original intent of the technical proposal/RFP, then the County Project Engineer shall be responsible for developing the design solution to the construction problem and the District Resident Engineer shall be

responsible for review and response within 10 working days. The District Resident Engineer will either concur with the proposed solution or, if the District Resident Engineer has concerns, the issue shall be escalated as described in the process below.

2. If the resolution does alter the original intent of the technical proposal/RFP then the County Project Engineer will develop the proposed solution, copy in the District Resident Engineer, and send it to the District Construction Office for review and response through the County Project Manager. The Public Works Traffic Engineering Division will respond to the proposed solution within ten working days. The District Construction Office will either concur with the proposed solution or, if the County Project Engineer has concerns, the issue shall be escalated as described in the process below. Changes to the original intent of the technical proposal/RFP will require a contract change order and FHWA approval.
3. The County has established the issue escalation process for construction questions and conflict resolution that the Design/Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the County Project Manager. If the issue cannot be resolved at this level the County Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Construction Engineer, followed by the Director of Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The County Project Manager will respond in a timely manner but not to exceed three working days. The Design/Build Firm shall provide any available supporting documentation.

The Design/Build Firm shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

Should an impasse develop, the Dispute Review Board shall assist in the resolution of disputes and claims arising out of the work on the Contract.

SECTION V. Design and Construction Criteria.

A. General:

The Design/Build Firm shall be responsible for detailed plan checking as outlined in the **PPM Volume 2 Section 2.3.2**, as described in the RFP, and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into foundation, substructure, superstructure, approach spans and main channel spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, signalization, landscaping and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

Before construction activities can begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be reviewed by the **County**. Component submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this project. Any modification to the component construction due to subsequent design changes as the result

of design development is solely the Design/Build Firm's risk. Upon review by the **County**, the plans shall be stamped "Released for Construction" and initialed and dated by the reviewer. Any construction initiated by the Design/Build Firm prior to receiving signed and sealed plans stamped "Released for Construction" shall be at the sole risk of the Design/Build Firm.

All design and construction documents shall be prepared using the English system.

B. Geotechnical Services

Driven Pile Foundations for Bridges and Major Structures

The Design/Build Firm shall perform a subsurface investigation, analysis and design for all aspects of the project in accordance with Department standards, policies and procedures. Existing subsurface information may be used. Supplemental subsurface investigation and testing shall be required to ensure all aspects of the project are covered.

Drilled Shaft Foundations for Bridges and Major Structures

The Design-Build Firm shall be responsible for the following:

- Evaluating geotechnical conditions and designing the foundations including the drilled shaft diameter and length, and construction methods to be used.
- Completing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations.
- Documenting and providing a report that includes all analysis, and recommendations to the District Geotechnical Engineer. The report should include but not be limited to the following: pilot borings for all drilled shafts, soil parameters used for design shaft length and diameter, shafts tip elevation, and design calculations. This report shall be signed and sealed by a Florida licensed Professional Engineer and shall be submitted to the District Geotechnical Engineer for review and approval at least five working days prior to beginning production shaft construction. Additional data or analysis may be required by the Engineer.
- Constructing all drilled shafts to the required tip elevation.
- Verifying level and clean hole bottom conditions and properties of the drilling fluid at the time of concrete placement.
- Documenting and submitting the drilled shaft excavation and concreting logs to the District Geotechnical Engineer within 24 hours of concrete placement. The documentations shall include the drilled shaft installation procedures and sequencing as well as any problems encountered during construction and concrete placement. Allow three working days for the District Geotechnical Engineer to review the data before any further construction on the shafts.
- Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging. Submitting all results to the District Geotechnical Engineer within five days of test completion.

- Submitting the Foundation Certification Packages.
 - Each Foundation Certification Package shall contain an original signed and sealed letter certifying capacity and integrity of all drilled shafts, and clearly legible copies of all shaft excavation and concreting logs, all CSL reports and electronic data, slurry test data, supplemental testing data and analyses for the foundation unit. The certification shall not be contingent on any future testing or approval by FDOT.
 - Submit two copies of the Foundation Certification Package signed and sealed by the Geotechnical Foundation Design Engineer of Record to FDOT within three weeks of finishing each foundation unit and prior to Verification Testing. A foundation unit is defined as one or more shafts constructed.

C. Utility Coordination

The Design Build Firm shall insure FDOT standards, policies, procedures, and design criteria are followed concerning utility coordination. The FDOT standards, policies, procedures, and design criteria are contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, Rule 14-46.001 (Utility Accommodation Manual), and any Supplemental Specification, Provision, or Agreement attached to this RFP.

The Design/Build Firm may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. However, the Design/Build Firm shall employ and identify a single dedicated person responsible for managing all utility coordination and design activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design/Build Firm's proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the County's Project Manager having the following knowledge, skills, and abilities:

1. A minimum of 4 years of experience performing utility coordination in accordance with County standards, policies, and procedures.
2. Knowledge of the County plans production process and District utility coordination practices,
3. Knowledge of County agreements, standards, policies, and procedures.

The Design/Build Firm's Utility Coordination Manager shall be responsible for, but not limited to, the following:

1. Ensuring that Utility Coordination and design is conducted in accordance with the County's standards, policies, procedures, and design criteria.
2. Assisting the Engineer of Record in identifying all existing utilities and coordinating any new installations.
3. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the completion of any County or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the Design/Build project.
6. Assisting the Engineer of Record and the contractor with resolving utility conflicts.
7. Handling reimbursable issues inclusive of betterment and salvage determination.
8. Obtaining and maintaining Sunshine State One Call Design to Dig Tickets.

9. QA Review of construction plans prior to construction activities for completeness
10. Acquisition/procurement of any required easements when stated in RFP and as required by design
11. Periodic project updates to the district utility office as needed.

D. Roadway Plans: NOT APPLICABLE.

E. Geometric: NOT APPLICABLE.

F. Design Documentation, Computations and Quantities:

The Design/Build Firm shall submit to the **County** design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the **County**. At the project completion, a final set of design notes and computations, signed by the Design/Build Firm, shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to the following data:

1. Design standards used for the project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
5. Final quantities list

G. Structure Plans: NOT APPLICABLE.

H. Specifications:

FDOT Specifications may not be modified or revised. The Design/Build Firm shall also include all Technical Special Provisions, which will apply to the work in the proposal. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

Before construction activities can begin, the Design/Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the project, containing all applicable Division II and III Special Provisions and Supplement Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the District Office. Specification Workbooks are posted on the Department's website at the following URL address:

<https://www2.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fspecificationspackage%2fDefault.aspx>.

The signed and sealed Specifications Package shall also include individually signed and sealed Technical Special Provisions for any and all work not addressed by Department Specifications. Any Technical Special Provisions included in the signed and sealed Construction Specifications Package which had not

been included in the proposal phase, may require a contract cost modification as a condition of approval.

The Design/Build Firm must account for a 10 working day (excluding Holidays as defined in section 1-3 of the Specifications) review time in its schedule. Upon review by the County, the Construction Specifications Package shall be stamped “Released for Construction” and initialed and dated by the reviewer.

Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package, subject to the same process for submittal, review, and, release for construction, as described above, for the original Construction Specifications Package. Construction work affected by Supplemental Specifications Packages shall not begin until stamped “Released for Construction” Supplemental Specification Package is obtained.

I. Shop Drawings:

The Design/Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the **County** and shall bear the stamp and signature of the Design/Build Firm’s Contractor Engineer of Record (EOR), and Specialty Engineer and signed and sealed by the Contractor’s EOR or the Specialty Engineer as appropriate. The **County** shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Build Firm. The **Countys** procedural review of shop drawings is to assure that the Design/Build Firm and the EOR have both accepted and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The **Countys** review is not meant to be a complete and detailed review. Upon review of the shop drawing, the **County** will stamp “Released for Construction” or “Released for Construction as noted” and initialed and dated by the reviewer.

Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component submitted for review.

J. Sequence of Construction:

The Design/Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction projects and maintaining agencies.

K. Stormwater Pollution Prevention Plans (SWPPP)

The Design/Build Firm shall prepare an erosion control plan that complies with the Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design/Build Firm shall refer to the Plans Preparation Manual for information in regard to the SWPPP and Florida Department of Environmental Protection (FDEP) Rule 62-25 for requirements on

the erosion control plan. Detailed limits of the erosion control items shall be necessary but may be shown on the roadway plans sheets. This plan shall be submitted along with the Design/Build Firm's Certification at least 15 working days prior to beginning construction activities.

L. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

The Design/Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The temporary traffic control plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans:

The Design/Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design/Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There shall be NO LANE CLOSURES ALLOWED between the hours of 6:30 AM to 6:30 PM. A lane may only be closed during active work periods. Rolling barricades shall be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the **County** information officer. Also, the Design/Build Firm shall develop the project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

M. Environmental Services/Permits/Mitigation:

The Design/Build Firm shall be responsible for preparing designs and proposing construction methods that are permissible. The Design/Build Firm shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided in Section IV.D.2, shall be the responsibility of the Design/Build Firm, and will not be considered sufficient reason for time extension.

The installation of any "Optional Facility" identified within this RFP is not a requirement of this RFP, nor is the Design/Build Firm responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with such an "Optional Facility", unless the Design/Build Firm chooses to include the "Optional Facility" in its Proposal.

N. Signing and Pavement Marking Plans: NOT APPLICABLE.

O. Lighting Plans: NOT APPLICABLE.

P. Intelligent Transportation System (ITS)

1. General:

The Design/Build Firm shall furnish and install fiber optic cabling (FOC) and CCTV camera equipment conforming to the current FDOT Specifications. The Design Build Firm shall work with FDOT and Orange County ITS personnel to integrate all devices into the Orange County Traffic Management System. Any new conduit runs, electrical circuitry, electrical panels or other required assemblies or equipment to make the system functional shall be provided by the Design/Build Firm.

The existing ITS facilities, network equipment and communications within the limits of this project defined by this RFP shall remain in operations without interruption for the duration of the project. In the event that interruption of said devices cannot be avoided, then downtime may be allowed on a case-by-case basis but must be approved by the County Project Manager.

2. Location of Existing ITS Equipment:

See “Map of Existing Orange County ATMS Network and Proposed Phase 2B Additions” included as Document 2 in “Other Documents”.

3. Equipment and Components:

The Design/Build Firm shall examine carefully each component and equipment assembly it furnishes to verify that the material, design and construction, markings, and workmanship comply with the requirements of this RFP. Visual inspections shall be performed on all modules and subassemblies to determine any physical defects such as cracking, scaling, poor fastening, incorrect component values, etc. Complete electrical testing shall be performed on each module and subassembly to determine its compliance to the designed function. Housing, chassis, and connection terminals shall be inspected for mechanical sturdiness, and harnessing to sockets shall be electrically tested for proper wiring sequence.

The Design/Build Firm shall conduct QC procedures to assure that equipment units and components are not damaged during shipping and storage. The Design/Build Firm shall develop a quality assurance program and submit it to the County for review and acceptance within fifteen (15) days after Notice to Proceed (NTP). The Design/Build Firm shall follow the approved quality assurance program for the construction and installation of all field hardware.

4. Design and Engineering Services:

The Design/Build Firm shall secure all permits, make arrangements for all connections, etc., on relevant issues that shall be required for designing, installing and operating the ITS system to include power. The Design/Build Firm shall send electronic copies of all the correspondence and minutes, of any project related meetings, to the County’s Project Manager.

The design of the new ITS system shall integrate with the existing ITS scheme. The design shall include the necessary infrastructure and components to ensure proper connection of the new ITS sub-systems. This shall include but not be limited to all proposed ITS sub-systems of this project as well as existing sub-systems that remain or are re-deployed as the final ITS of the project.

ITS devices shall be mounted on existing traffic signal structures. The Design Build Firm shall ensure service and communication to the existing traffic signal structures is uninterrupted during the installation of the new ITS devices.

5. Design and Construction Criteria

i. ITS Governing Rules, Guidelines and Specifications

The work in this section specifies the criteria that the Design/Build Firm shall be responsible for furnishing and installing. All equipment furnished for this project shall meet but are not limited to the following specifications and/or requirements when applicable:

- State of Florida's NTCIP requirements
- Statewide Approved Products List (APL)

All plans and designs are to be prepared in accordance to the FDOT Specifications including but not limited to:

- Section 780 Intelligent Transportation Systems General Requirements
- Section 781 Intelligent Transportation Systems Motorist Information Systems
- Section 782 Intelligent Transportation Systems Video Equipment
- Section 783 Intelligent Transportation Systems Fiber Optic Cable and Interconnect
- Section 784 Intelligent Transportation Systems Network Devices
- Section 785 Intelligent Transportation Systems System Infrastructure
- Section 786 Intelligent Transportation Systems Vehicle Detection and Data Collection

ii. Closed Circuit Television (CCTV) and Digital Video Encoder

The CCTV Cameras shall be NTCIP compliant. All CCTV cameras shall be integrated into the Orange County's Cameleon software. The proposed CCTV Camera shall have the capability to provide individual video stream viewing and PTZ through an encoder generated web page. Cameras shall be of an integrated modular IP type, utilizing power and Ethernet connections to the existing traffic controller cabinet. All cameras must be non-pressurized with minimum 26x optical zoom. Cameras shall be configured with location name in view, along with four (4) approach presets labeled as North, East, South and West, where applicable to indicate approach direction. Video encoder shall provide both high and low bandwidth MPEG-4 and M-JPEG outputs simultaneously.

All CCTV cameras shall be installed on existing strain pole or mast arm upright support only and shall be designed to capture the greatest level of mainline coverage as available through the installation constraint established above. Mainline coverage shall be defined as the surveillance of mainline (corridor) traffic between edges of pavement of both east and west mainline movements throughout the limits of the project as awarded by this project.

Table 1 – CCTV Required Locations

#	<i>Major Road</i>	Minor Road
C51	Apopka Vineland Rd	Lake Av
C52	Apopka Vineland Rd	Boca Pointe Dr/Buena Vista Woods
C53	Apopka Vineland Rd	Pointe Cypress Dr
C54	Apopka Vineland Rd	Sand Lake Rd
C55	Beggs Road	Pine Hills Rd
C56	Edgewater Drive	Mott Av
C57	Kissimmee-Vineland Road (SR 535)	World Center Py (SR 536)
C58	Kissimmee-Vineland Road (SR 535)	Vineland Av/ I-4 East Ramp
C59	Kissimmee-Vineland Road (SR 535)	Hotel Plaza Bv
C60	Landstar Boulevard	Town Center Bv
C61	Landstar Boulevard	SR 417 N Ramps
C62	Landstar Boulevard	E Wetherbee Rd
C63	Town Center Boulevard	Orange Blossom Tl (US 441)
C64	Town Center Boulevard	Orange Av
C65	World Center Parkway (SR 536)	International Dr
C66	Alafaya Trail	Curry Ford Rd
C67	Dr. Phillips Boulevard	Wallace Rd
C68	Dr. Phillips Boulevard	Conroy-Windermere Rd
C69	Hiawassee Road	Promenade Plaza
C70	Hiawassee Road	Coral Cove/Nestor
C71	Hiawassee Road	Hiawassee Oak Dr
C72	Hiawassee Road	Beggs Rd
C73	Hiawassee Road	Maitland Bv
C74	Piedmont Wekiwa Road	Votaw Rd
C75	Piedmont Wekiwa Road	Canter Club Dr
C76	Piedmont Wekiwa Road	Welch Rd
C77	Lake Underhill Road	Alafaya Tl
C78	Lake Underhill Road	Woodbury Rd
C79	McCoy Rd (SR 482)	SR 528 West Ramp
C80	Semoran Boulevard (SR 436)	Sheeler Rd
C81	Semoran Boulevard (SR 436)	Thompson Rd
C82	Pine Hills Rd	Balboa Dr
C83	Pine Hills Rd	Hernandez Dr
C84	Rio Grande Rd	Michigan St
C85	US 192	Avalon Rd
C86	US 192	Orange Lake Bv
C87	Winter Garden Vineland Rd	Reams Rd
C88	Winter Garden Vineland Rd	Overstreet Rd

C89	Winter Garden Vineland Rd	Chase Rd
C90	Winter Garden Vineland Rd	Ficquette Rd

iii. Fiber Optic Network (FON)

The Design/Build Firm shall design and install a FON as stated below:

Design and install a 72-strand, 12-fiber buffer, fiber optic cable (FOC) trunkline for the Orange County Advance Traffic Management System (ATMS) Phase 2B of all corridors, where applicable, as listed in Table 3 shown below. Design and install a 12-strand, 12-fiber buffer, FOC drop cable to each of the signal cabinets found within the limits of the project where drop cables do not exist already.

- Drop cables shall connect fibers 1 through 4 of the blue buffer of the FOC trunkline.
- Fibers 1 through 4 of the trunkline expressing from the west shall be spliced to fibers 1 through 4 of the drop cable.
- Fibers 1 through 4 of the trunkline expressing from the east shall be spliced to fibers 7 through 10 of the drop cable.
- Drop cables shall be terminated in patch panels that shall be installed within existing signal cabinets

Existing signal controllers shall be replaced with Ethernet capable controllers of the same make for all existing signal controllers that do not have Ethernet functionality for all signalized intersections found within the project limits awarded by this project.

Connection between Ethernet capable controllers and the Managed Field Ethernet Switch (MFES) shall be made. All new ITS sub-systems required by this RFP for each location shall be designed to directly interface with the MFES to be located within the signal cabinet. No standalone sub-system site requiring separate power source, cabinet assembly, or ancillary components typically associated with standalone sub-system ITS sites are anticipated for this project. All fiber shall be single mode.

Table 3 – FON Required Locations

<i>Corridor</i>	<i>Intersection</i>	<i>FOC</i>	<i>Type</i>
Apopka Vineland Rd	Lake Av to Sand Lake Rd	72 Strand-6 Buffer	Trunkline
Apopka Vineland Rd	Lake Av	12 Strand-1 Buffer	Drop Cable
Apopka Vineland Rd	Boca Pointe/Buena Vista Woods	12 Strand-1 Buffer	Drop Cable
Apopka Vineland Rd	Darlene Dr	12 Strand-1 Buffer	Drop Cable
Apopka Vineland Rd	Bay Meadows Elementary	12 Strand-1 Buffer	Drop Cable
Apopka Vineland Rd	Point Cypress Dr	12 Strand-1 Buffer	Drop Cable
Apopka Vineland Rd	Sand Lake Rd	12 Strand-1 Buffer	Drop Cable

Beggs Rd/ Edgewater Dr	Pine Hills Rd to Magnolia Homes Rd	72 Strand-6 Buffer	Trunkline
Beggs Rd	Pine Hills Rd	12 Strand 1 Buffer	Drop Cable
Beggs Rd/ Edgewater Dr	Rose Av	12 Strand 1 Buffer	Drop Cable
Edgewater Dr	Mott Av	12 Strand 1 Buffer	Drop Cable
Edgewater Dr	Magnolia Homes Rd	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	Buena Vista Py to Hotel Plaza Bv	72 Strand-6 Buffer	Trunkline
Kissimmee-Vineland Rd (SR 535)	Buena Vista Py	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	Dynamic Message Sign	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	World Center Py (SR 536)	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	Meadow Creek Dr/Vining Wy	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	Vineland Av/I-4 East Ramp	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	I-4 West Ramp	12 Strand 1 Buffer	Drop Cable
Kissimmee-Vineland Rd (SR 535)	Hotel Plaza Bv	12 Strand 1 Buffer	Drop Cable
Landstar Bv	Town Center Bv to Wetherbee Rd E	72 Strand 6 Buffer	Trunkline
Landstar Bv	Town Center Bv	12 Strand-1 Buffer	Drop Cable
Landstar Bv	SR 417 South Ramp	12 Strand-1 Buffer	Drop Cable
Landstar Bv	SR 417 North Ramp	12 Strand-1 Buffer	Drop Cable
Landstar Bv	Chicago Woods	12 Strand-1 Buffer	Drop Cable
Landstar Bv	Fairway Woods	12 Strand-1 Buffer	Drop Cable
Landstar Bv	Wetherbee Rd	12 Strand 1 Buffer	Drop Cable
Town Center Bv	Town Loop Bv to Landstar Bv	72 Strand 6 Buffer	Trunkline
Town Center Bv	Town Loop Bv	12 Strand 1 Buffer	Drop Cable
Town Center Bv	John Young Py	12 Strand 1 Buffer	Drop Cable
Town Center Bv	Turtle Marsh Loop	12 Strand 1 Buffer	Drop Cable
Town Center Bv	S Orange Blossom Tl (US 441)	12 Strand 1 Buffer	Drop Cable
Town Center Bv	Balcombe Rd	12 Strand 1 Buffer	Drop Cable

Town Center Bv	Orange Av	12 Strand 1 Buffer	Drop Cable
Town Center Bv	Oakshire Bv	12 Strand 1 Buffer	Drop Cable
Town Center Bv	Landstar Bv	12 Strand 1 Buffer	Drop Cable
World Center Py (SR 536)	World Center Dr to International Dr	72 Strand 6 Buffer	Trunkline
World Center Py (SR 536)	World Center Dr	12 Strand 1 Buffer	Drop Cable
World Center Py (SR 536)	Kissimmee Vineland Rd (SR 535)	12 Strand 1 Buffer	Drop Cable
World Center Py (SR 536)	International Dr	12 Strand 1 Buffer	Drop Cable
Alafaya Tl	Curry Ford Rd to Huckleberry Finn Dr	72 Strand 6 Buffer	Trunkline
Alafaya Tl	Curry Ford Rd	12 Strand 1 Buffer	Drop Cable
Alafaya Tl	Huckleberry Finn Dr	12 Strand 1 Buffer	Drop Cable
Dr Phillips Bv	Wallace Rd to Conroy Windermere Rd	72 Strand 6 Buffer	Trunkline
Dr Phillips Bv	Wallace Rd	12 Strand 1 Buffer	Drop Cable
Dr Phillips Bv	Southwest Middle School	12 Strand 1 Buffer	Drop Cable
Dr Phillips Bv	Pin Oak Rd	12 Strand 1 Buffer	Drop Cable
Dr Phillips Bv	Conroy Windermere Rd	12 Strand 1 Buffer	Drop Cable
Hiawasse Rd/ Piedmont Wekiwa Rd/ Wekiva Springs Rd	Promenade Plaza to Welch Rd	72 Strand 6 Buffer	Trunkline
Hiawasse Road	Promenade Plaza	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Coral Cove/Nestor	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Hiawasse Oak Dr	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Clarcona Ocoee Rd	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Beggs Rd	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Maitland Bv	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Wekiva High School	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	Apopka Bv	12 Strand 1 Buffer	Drop Cable
Hiawasse Road	N Orange Blossom Tl (US 441)	12 Strand 1 Buffer	Drop Cable
Piedmont Wekiwa Road/ Wekiva Springs Rd	Semorán Bv (SR 436)	12 Strand 1 Buffer	Drop Cable

Wekiva Springs Rd	Votaw Rd	12 Strand 1 Buffer	Drop Cable
Wekiva Springs Rd	Canter Club Dr	12 Strand 1 Buffer	Drop Cable
Wekiva Springs Rd	Welch Rd	12 Strand 1 Buffer	Drop Cable
Lake Underhill Rd	Alafaya Tl to Woodbury Rd	72 Strand 6 Buffer	Trunkline
Lake Underhill Rd	Alafaya Tl	12 Strand 1 Buffer	Drop Cable
Lake Underhill Rd	Mark Twain Bv	12 Strand 1 Buffer	Drop Cable
Lake Underhill Rd	Woodbury Rd	12 Strand 1 Buffer	Drop Cable
McCoy Rd (SR 482)	SR 528 West Ramp to Conway Rd	72 Strand 6 Buffer	Trunkline
McCoy Rd (SR 482)	SR 528 West Ramp	12 Strand 1 Buffer	Drop Cable
McCoy Rd	Daetwyler Dr	12 Strand 1 Buffer	Drop Cable
McCoy Rd	Conway Rd	12 Strand 1 Buffer	Drop Cable
Semoran Bv (SR 436)	Sheeler Av to Piedmont Wekiva Rd	72 Strand 6 Buffer	Trunkline
Semoran Bv (SR 436)	Sheeler Av	12 Strand 1 Buffer	Drop Cable
Semoran Bv (SR 436)	Thompson Rd	12 Strand 1 Buffer	Drop Cable
Semoran Bv (SR 436)	Semoran Commerce Pl	12 Strand 1 Buffer	Drop Cable
Semoran Bv (SR 436)	Piedmont Wekiva Rd	12 Strand 1 Buffer	Drop Cable
Pine Hills Rd	W Colonial Dr (SR 50) to Silver Star Rd (SR 438)	72 Strand 6 Buffer	Trunkline
Pine Hills Rd	W Colonial Dr (SR 50)	12 Strand 1 Buffer	Drop Cable
Pine Hills Rd	Balboa Dr	12 Strand 1 Buffer	Drop Cable
Pine Hills Rd	Hernandez Dr	12 Strand 1 Buffer	Drop Cable
Pine Hills Rd	Silver Star Rd (SR 438)	12 Strand 1 Buffer	Drop Cable
Rio Grande Rd	Holden Av to Michigan St	72 Strand 6 Buffer	Trunkline
Rio Grande Rd	Holden Av	12 Strand 1 Buffer	Drop Cable
Rio Grande Rd	Texas Av	12 Strand 1 Buffer	Drop Cable
Rio Grande Rd	33 rd St	12 Strand 1 Buffer	Drop Cable
Rio Grande Rd	LB McLeod Rd	12 Strand 1 Buffer	Drop Cable

Rio Grande Rd	29 th St	12 Strand 1 Buffer	Drop Cable
Rio Grande Rd	Michigan St	12 Strand 1 Buffer	Drop Cable
US 192	Avalon Rd to Orange Lake Bv	72 Strand 6 Buffer	Trunkline
US 192	Avalon Rd	12 Strand 1 Buffer	Drop Cable
US 192	Vista Del Largo Bv	12 Strand 1 Buffer	Drop Cable
US 192	Orange Lake Bv	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Reams Rd to Orange Ficquette Rd	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Reams Rd	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Lakeside Village Ln	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Overstreet Rd	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Chase Rd	12 Strand 1 Buffer	Drop Cable
Winter Garden Vineland Rd	Ficquette Rd	12 Strand 1 Buffer	Drop Cable

1. Tone Wire

Where fiber optic cable is installed underground, a tone wire shall be continuous from pull box to pull box following the path parallel to the fiber with a maximum 2 foot offset inside conduit. Any splices to this wire shall only be done at a pull box, no in-conduit splicing shall be allowed. A ground rod shall be supplied at each splice box for termination of the tone wire. Tone wires shall be terminated to the ground rods via removable ground rod clamp. In the case where existing conduit is utilized, the tone wire may be installed with the fiber optic cable in same conduit.

2. Connector Type and Patch Panel

Use only type SC connectors for patch panel connections unless legacy equipment requires otherwise. If a connector type other than the SC must be used, it must be approved by the FDOT ITS Project Manager. The Design/Build Firm must provide fiber patch cables of sufficient length for all connections and cross connections. Patch cables must be pre-connectorized by the factory with appropriate connector type to connect all ITS equipment.

3. Termination Requirement

A minimum of four (4) fibers in each direction shall be terminated in patch panels within all signal cabinets. Fibers 1-4 of the first buffer shall be terminated with the trunk fibers expressing to the west/ south, and fibers 7-10 of the first buffer shall be terminated with trunk fibers expressing to the east/ north. Fibers in the last buffer of the trunk cable shall be reserved for regional communications and shall pass through the entire length of the project unspliced except where connecting to existing fiber optic cable or butt splicing of cable is required. Unless preterminated patch panels are used, the Design/Build Firm shall provide buffer fan-out kits and pigtails that shall match the color of the fiber strand they encase.

5. System Auxiliaries

Aerial cable storage devices (Sno-Shoe) shall be used to store additional lengths of fiber optic cable along the aerial support wire for later use. They shall be designed to protect the minimum bend radius of the fiber optic cable and shall store a minimum of 100' of excess cable.

Aerial cable tree guards shall be used to protect fiber optic cables from mechanical abrasion caused by tree limbs. They shall be applied around the cable and taped at each end. Tree guards shall be 6' in length and constructed of high impact black polyethylene.

iv. Conduit

1. Above Ground

In the event that cabling is supplied to above ground equipment installed on concrete signal strainpoles, the Design/Build Firm shall furnish and install a minimum 2" external rigid metal conduit. All work shall be in accordance with but not limited to FDOT Specifications Section 630 and all applicable specifications.

2. Under Ground

Fiber Optic conduit shall be HDPE conduit. The conduit shall be a minimum of two (2) two-inch (2") in diameter conduit with a minimum of two (2) conduits installed (one for fiber and one for spare use) for FOC trunkline installation and one (1) conduit for drop cable installation. The color designation for the conduit shall be orange and white with the orange conduit used for FOC installation and white for the spare. Pull box spacing shall not exceed 500 feet.

3. Existing Conduit

Existing spare conduit may be utilized where useable and within the constraints of FDOT standards for cable routing. Existing conduit which houses only copper interconnect may be utilized for proposed fiber optic cable routing following the removal of existing copper interconnect. The removal of copper interconnect and use of existing conduit shall be limited to only existing copper interconnect between and servicing only the signal cabinets within the project limits. Where existing conduit is utilized, pull boxes shall be upgraded to FDOT fiber optic pull box standards.

4. Bridge Conduit

Fiber Optic conduit shall be rigid conduit. The conduit shall be a minimum of two (2) two-inch (2") in diameter conduit with a minimum of two (2) conduits installed (one for fiber and one for spare use) for FOC trunkline installation and one (1) conduit for drop cable installation.

v. New Cabinets

A type 336S cabinet shall be required at all locations as described in Table 4 below.

vi. Network Equipment

Managed field Ethernet switches (MFES) shall be installed within the signal cabinets at all signalized intersections found within the project limits, awarded by this project. The MFES shall be field hardened, conforming to FDOT environmental requirements. Network switches shall provide at minimum four (4) Gigabit SFP/TX Combo ports and four (4) copper 10/100/1000 TX ports. Network switch supported protocols, at minimum, shall include:

- IGMP v1, v2, and v3
- sFlow
- 802.1x Security features
- STP, RSTP, and MSTP
- 802.1Q VLAN
- Console, Telnet, and Web management
- Optical Monitoring (Physical Layer)
- Link Layer Discovery Protocol

Layer 3 field hub routers shall be installed in all field hubs listed in Table 4 below. All field hub routers shall provide 24 100/1000BASE-X SFP ports. SFP ports shall be populated with sufficient optical transceivers, necessary to connect to adjacent new or existing field hubs and/or core routers. Capabilities, requirements, and supported protocols shall include at minimum:

- Chassis: 1 RU with field replaceable fan tray and 1+1 redundant 320 hot swap AC Power Supply
- 5-Year Warranty with 5-Year Same Day Support
- Stackable with current field routers via minimum 60Gb/s interconnect or 10GB fiber uplink modules
- Operating System: JUNOS
- Packet Switching Capacity: 88 Gb/s
- Aggregate Switch Capacity: 216 GB/s
- Number of VLANs 4,096
- Max IPv4 unicast routes: 16,000 (in hardware)
- Max IPv4 multicast routes: 8,000 (in hardware)
- Routing Protocols supported: OSPFv2 with graceful restart
- Multicast PIM-SM and PIM-DM
- IGMP v2,v3, snooping
- VRRP redundancy
- sFlow
- Port-based, VLAN-based, router-based ACLs Ingress and Egress
- ACL entries: 7,000

Table 4 –Required Locations for Layer 3 Field Routers

<i>Corridor</i>	<i>Intersection</i>	<i>Quadrant</i>
Apopka-Vineland Rd	S. Apopka Vineland Rd / WG Vineland Rd/ Palm Pkwy.	NE
Hiawasse Rd	Hiawasse Rd / Clarcona –Ocoee Rd	SE

vii. Central Management System (CMS)

The central system software and supporting hardware (Central Management System or CMS) shall be installed and configured in two locations as shown below:

The Central Management System shall be located at The Orange County Traffic Management Center and shall include the following three (3) servers:

- Server 1 shall include:
 - TACTICS Central System Software for Siemens
- Server 2 shall include:
 - SCOOT PC Traffic Adaptive Software for Siemens
- Server 3 shall include:
 - Video Management Software

The Design Build Firm shall be responsible for providing all hardware and software as described within this RFP.

1. Software Requirements

a. SCOOT PC Traffic Adaptive Control (TAC) Software

- The Traffic Adaptive Control (TAC) software must be installed on a server running Windows Server 2008 R2 operating system or current standard, including 5 CALS. The TAC software must be capable of providing a fully adaptive real-time traffic control system operation for the traffic signal network using the sensor data generated by the VDS devices and forwarded by traffic controllers. The traffic adaptive software must be capable of optimizing phase times to accommodate traffic progression with the ability to link and unlink intersections so adjacent corridors and subsections can be coordinated together. The traffic adaptive control software must also have the ability to modify cycle times on a cycle by cycle basis. No external control boxes shall be accepted as an interface between sensors and controller or central hardware. The Design Build Firm shall be required to integrate all signals currently run by the SCOOT Alpha Server into the new SCOOT PC Server.

b. TACTICS Central System Software

The TACTICS software shall be provided by the Design Build Firm and must be installed on a server running the Windows Server 2008 R2 operating system or current standard, including 5 CALS.

c. Video Management Software

The Design Build Firm shall furnish and install video management software on a server. The Traffic Management Center shall house the server. The video management software must be capable of providing centralized management, configuration and control of the CCTV system. Through the video management software, the system administrator must be able to set different authorization levels for different types of users for various authorization level of live viewing and PTZ of the CCTV system. The video management software must be able to support an unlimited number of cameras and monitors. The video management software must be able to support touring of camera video streams. The primary CCTV control software shall be capable of storing all device properties for all installed field CCTVs and serve as the central video distribution point for the client workstations. The central video management software server shall have both an application for configuration of the field devices and an application for viewing multiple simultaneous video streams while handling multiple field alarm inputs. The video management software must be fully capable of supporting the County's existing CCTV devices and the newly installed CCTV devices as part of this project. The video management software shall be installed on a server running the Windows Server 2008 R2 operating system or current standard, including 5 CALS.

2. Server Hardware Requirements

The Design Build Firm shall be responsible for furnishing and installing all servers required as a part of this RFP and shall also be responsible for configuring and installing the operating system for each server installed. All servers shall meet or exceed the specifications below at minimum:

- Server must integrate into existing ATMS system and utilize current management/monitoring software suite
- Base Unit: 2-4 U Rack Chassis for Up to 6, 3.5-Inch Hard Drives and Intel 56xx Series Processors
- Memory: 24GB Memory (6x2GB), 1333MHz Dual LV Ranked RDIMMS for 2 Processors, Optimized
- CPU: 2x CPU Intel 56xx Series Processors
- Hard Drive: Multi Select SAS 5x 600 GB 15K RPM Raid 5
- Hard Drive Controller: PERC 6/i SAS RAIS Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6 Chassis
- NIC: Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4
- Server Management: iDRAC6 Hardware/Software to integrate into existing management suite
- CD-ROM or DVD-ROM Drive: DVD+/-RW, SATA, Internal
- Software: OpenManagement Console
- Raid Controller: RAID 5 for H700 or PERC6/i Controllers
- Cable Management: Sliding Ready Rails with Cable Management Arm
- Warranty: 5 YR warranty with 4hr onsite service
- Misc: High Output Power Supply Redundant, 870W
- Misc: Microsoft SQL Server Workgroup, OEM, Includes 5 CALs NFI, with Media

3. Workstation Hardware and Software Requirements

The Design Build Firm shall furnish and install a total of three new video management workstations with video decoding and management software. The video management workstations must be capable of acting as clients to the newly installed video management server. Each workstation shall be capable of providing a minimum viewing of six (6) simultaneous MPEG 4 video streams. The workstation software must be able to control an unlimited number of cameras and must be fully compatible to control, configure and view CCTVs installed as part of this project as well as the existing CCTV's. Video control and viewing must meet the requirement below:

- Full screen mode viewing
- Multiple user customizable workspaces
- Provision for multiple external monitors
- Auto scanning of complete network
- Remote upload of all CCTV device configurations
- Built in site map editor
- Background site map graphics in bitmap
- Automatic camera activation on alarm
- Device COMs for remote camera control (PTZ)
- Device configuration through a dedicated configuration manager
- Device selection tree view
- CCTV PTZ through onscreen virtual PTZ controls

The three new video management control and viewing workstations shall operate the Windows 7 Professional, 64-bit English Operating System and meet the following hardware requirements:

- Processor: Quad Core Intel Xeon W3565 3.2 GHz, 8M L3, 4.8GT/s
- Memory: 6 GB, 1333MHz, DDR3 SDRAM, ECC (3 DIMMS)
- Chassis: Mini-Tower Chassis Configuration
- CD-ROM or DVD-ROM Drive: DVD+/-RW, SATA, Internal
- Hard Drive Controller: All SATA Hard Drives, RAID 1 for 2 Hard Drives
- Boot Hard Drive: 320 GB SATA 3.0 GB/s with NCQ and 16MB DataBurst Cache

- Graphics: 2GB nVIDIA Quadro 4000,Dual Monitor,2DP and 1DVI
- Standard Keyboard and Optical Mouse
- Warranty: 5 year Basic Limited Warranty and 5 Year NBD On-Site Service
- Monitor Specification – Minimum two (2) 42” LCD TV
 - Digital Television Certification HDTV 1080p
 - TV Tuner 1x analog/digital combo
 - Video Interface Component, Composite, HDMI
 - HDMI Ports Qty 4 port(s)
 - PC Interface VGA(HD-15)
 - USB Port 1 port(s)
 - HDCP Compatible Yes
 - Diagonal Size 42”-widescreen
 - Technology TFT active matrix
 - Resolution 1920 X 1080
 - Display Format 1080p(FullHD)
 - Image Aspect Ratio 16:9
 - Enhanced Refresh Rate 120Hz
 - Motion Enhancement Technology 120Hz Smooth Motion Technology
 - Color Depth Up to 1.06 billion colors
 - Image Contrast Ratio 4000:1
 - Dynamic Contrast Ratio 20000:1
 - Brightness 450 cd/m2
 - Progressive Scan Progressive scanning (line doubling)
 - Viewing Angle 176 degrees
 - Viewing Angle (Vertical) 176 degrees
 - Pixel Pitch 0.4845 X 0.4845mm
 - Pixel Response Time 5ms
 - Backlight Life 50,000 hours
 - Comb Filter 3D digital
 - HDMI Cables for connection to workstation

4. Laptop Hardware and Software Requirements

The Design Build Firm shall furnish and install a total of five (5) new laptops that meet the following minimum specifications:

Operating Systems Genuine Windows® 7 Professional, 64-bit (or current equivalent)
 Processor Intel® Core™ i5-2520M (2.50GHz, 3M cache)
 Memory 4.0GB, DDR3-1333MHz SDRAM, 1 DIMM 4G1D3
 Internal Keyboard Internal English Single Pointing Keyboard ENG
 Expansion Slot PC Card PC
 Primary Storage 320GB 7200rpm Hard Drive 320G72
 Touchpad option
 LCDs 15.6" HD (1366x768) Anti-Glare LED-backlit
 Bluetooth Dell Wireless® 375 Bluetooth Module BT375
 AC Adapter 90W A/C Adapter (3-pin)
 Primary Optical Device 8X DVD+/-RW
 Wireless LAN (802.110 802.11b/g/n Half Mini Card
 Primary Battery 9-cell (97WH) Primary Lithium Ion Battery 9C

viii. Network Integration

The Design/Build Firm shall provide a Logical Topology to the County for concurrence. The logical topology for integration is to include all Layer 2 Ethernet switches within the project limits. The Design/Build Firm shall then setup an Integration Meeting with Orange County representatives allowing minimally 2 week's notice and review time of the logical topology. At the Integration Meeting the County will provide an IP Scheme, Standard Port Utilization for the Layer 2 devices (including which ports are to be disabled), VLAN Tagging Scheme for all subnets, and information on all Layer 2 and 3 protocols to be run on the switches.

It is the Design/Build Firm's responsibility to setup all tagging, disable all applicable ports, setup all IP addresses, physically connect all devices per plan, and verify all connectivity. Once all field devices are installed, the Design/Build Firm shall give notice to the County's Project Manager to notify Orange County to begin configuring the central control management software for the field devices. The Design/Build Firm shall allow 2 weeks for Orange County to enter the information into the management software. The Design/Build Firm shall troubleshoot with the County's assistance any issues that arise from configuring the central software that directly relates to the newly installed devices.

Once the local devices have been entered into the central control management software the County shall inspect the network for issues from a remote location. The Design/Build Firm shall provide any assistance necessary to provide the County with IP addresses, port status, and auto-negotiation speeds, etc. for all switches that cannot be acquired from the remote location. Inability of the County to access the new ITS devices remotely will constitute failing the inspection should remote access fail due to the malfunction of any new ITS installation or due to the malfunction of existing components resulting from the installation of new components. Failure to remotely access the new ITS devices due to County network infrastructure failure does not dismiss the Design/Build firm from the required testing. Local testing shall be performed if such a situation arises. If the inspection is failed the Design/Build Firm shall reconfigure the devices and again work with the County to get the devices into the central management software. After this is complete the switches shall again be inspected. All steps of this process shall be repeated until the integration inspection is successfully completed.

6. Testing, Integration and Acceptance:

The Design/Build Firm shall conduct all testing in accordance to the FDOT Specifications.

i. Pre-Installation Test

The following tests shall be conducted prior to the installation of the equipment:

The Design/Build Firm shall perform all Pre-Installation testing in accordance with FDOT Specifications. The Design/Build Firm shall prepare and submit for approval to FDOT, test and demonstration procedures for all pre-installation tests. Notify the Project Manager a minimum of 10 days in advance of the time the test are to be conducted so that the County can make arrangements for their representative to be present.

ii. Installed Site Test

After due notice to the FDOT Project Manager, the Design/Build Firm shall perform an installed site test on system components in accordance with FDOT Specifications and as stated herein. Whenever any equipment unit fails to pass the component tests, the Design/Build Firm shall correct the deficiencies, either by repair or replacement, at the Design/Build Firm's expense (including freight costs) as required to comply with the testing requirements. Upon notification by the Design/Build Firm that deficiencies have been corrected, the equipment shall be retested entirely and not only that part of the failed segment of the test. All installed site testing and any retesting shall be performed in the presence of FDOT personnel.

iii. Network System Integration Test

The Orange County ITS personnel will integrate the new system components into the Orange County ATMS after the Design/Build Firm successfully completes stand alone testing. After the County completes central software integration, the Design/Build Firm shall perform the System Acceptance Testing from the Orange County Traffic Management Center. The Design/Build Firm shall plan for a minimum of two (2) weeks and a maximum of four (4) weeks for complete integration of the central software by Orange County ITS personnel. Network integration time is to be included in the Design Build Firm's construction schedule.

iv. Central Control Test

The central control and monitoring equipment shall be tested at the Orange County Traffic Management Center. Tests shall be coordinated with Orange County Traffic Engineering.

The tests shall include, but not be limited to:

- Verification that all interconnecting cable installations, monitors, network equipment and equipment controllers are in accordance with the specifications.
- Demonstration of full integration of CCTV pan, tilt, zoom control with the control capabilities of Sunguide Software.
- Demonstration of full integration of CCTV pan, tilt, zoom control with the control capabilities of Orange County's Video Management Software.
- Demonstration of full integration of field equipment monitoring and control with the monitoring and control capabilities of the TACTICS, SCOOT PC, and Video Management Software in use at the time of the test.
- Verification that database parameters and addressing for new devices were properly entered to allow communications between the central equipment and the new field devices.

For this test the Design Build Firm shall provide the following information:

- Camera Manufacturer
- Port Server Type (if applicable)
- Port Server Port number (if Applicable)
- Port Server IP Address
- Video Encoder Manufacturer
- Video Encoder IP Address
- Encoder Model
- All pertinent information as it pertains to VDS

v. System Acceptance Test (SAT)

All equipment furnished by the Design/Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements and to ensure proper operation of the Orange County Central System. Documentation that demonstrates component performance and operation in conformance to FDOT Specification and that described in all sections of this document shall be furnished by the Design/Build Firm as part of this project. All equipment required for conducting tests shall be supplied by the Design/Build Firm. No separate payment shall be made for the monitoring, testing, test equipment, and documentation of test results, but shall be included in the amount bid for the project scope.

The COUNTY reserves the right to examine and test any or all materials furnished by the Design/Build Firm for the project to determine if they meet the Specifications.

If THE COUNTY decides that any material used in the construction of this project is defective or otherwise unsuitable, and the workmanship does not conform to the design or specifications of this contract, the Design/Build Firm shall replace such defective parts and material at no cost to THE COUNTY.

The times and dates of tests shall be approved by the THE COUNTY Project Manager. The Design/Build Firm shall conduct all tests in the presence of the THE COUNTY Project Manager or his/her representative. Testing shall take place only on weekdays, which are official working days of the State, unless the Project Manager allows the test to be conducted and/or continued on weekends and non-working days. The Design/Build Firm shall make a request in writing at least fourteen (14) days prior to the proposed testing, and schedule them only if permission is granted by the THE COUNTY in writing. The Design/Build Firm shall be responsible for the conduct and documentation of the results of these tests that shall be countersigned by a COUNTY or designated representative at the end of each test. The signature of a COUNTY representative implies only proof of presence.

The system acceptance test shall demonstrate that all equipment furnished, adjusted, or modified by the Design/Build Firm has been installed properly and operates as a fully functional ATMS. Prior to initiating the system acceptance test, all in place component tests and the central control test shall have been successfully completed by the Design/Build Firm in the presence of THE COUNTY Project Manager or designated representative.

The system acceptance test shall begin within seven (7) days after the COUNTY Project Manager is advised of intent to begin by the Design/Build Firm and shall be contingent upon the COUNTY Project Manager providing notice that all work has been completed satisfactorily.

The Orange County ATMS Phase 2B shall be activated and left on for sixty (60) consecutive days. During this period, all materials and components of the Orange County ATMS Phase 2B shall operate as specified and without any failure.

In the event that any component of the Orange County ATMS Phase 2B, provided by Design/Build Firm, malfunctions or operates below the level specified within the FDOT Specifications, the system acceptance test period shall be terminated, and the Design/Build Firm shall be required to determine and correct the problems, including repair and replacement of equipment, at no cost to the COUNTY.

The Design/Build Firm shall respond with a qualified technical representative on site to determine and correct any problems within twenty-four (24) hours, following notification by THE COUNTY. Upon correction of the problems, to the satisfaction of the County, it shall be at the sole discretion of the County to determine to either restart the 60-day SAT or to extend the 60-day SAT period by the number of days lost due to failure and repair time.

In the event a malfunction is the result of equipment not installed by the Design Build Firm or others not under the responsibility of the Design/Build Firm (e.g., power service, leased telephone circuits, etc.), the system acceptance test period shall be suspended until correction of these problems by others.

vi. System Acceptance

Upon determination from THE COUNTY in writing that the Orange County ATMS Phase 2B has completed the sixty (60) day system acceptance test period and is in conformance with the requirements of the Plans and the FDOT Specification, the Orange County ATMS Phase 2B and all components therein will have achieved Final Acceptance.

7. Repair of Damage to Existing Equipment:

Any damage caused by the Design/Build Firm to any existing roadway features (i.e. drainage structures, bituminous pavement sections, existing sign structures, etc.) shall be repaired to the satisfaction of Orange County at the expense of the Design/Build Firm. All repair work shall conform to the latest edition of the FDOT Specifications.

Any damage caused by the Design/Build Firm to any existing ITS features (i.e. Fiber Optic cable, etc.), signs, signal equipment, and electrical service as well as all the hardware and software components of the Transportation Management Center (TMC) system shall be replaced by equal or better components or repaired to the satisfaction of Orange County's Project Manager at the expense of the Design/Build Firm. All repair work shall conform to the latest edition of the FDOT Specifications.

8. Scope of Warranty Services:

i. General Warranty Provision

In addition to any warranties implied by law and to any manufacturers' or distributors' warranties assigned to the County, the Design Build Firm hereby warrants that all CCTV cameras and each of its components shall be free from defects in materials and workmanship for a period of three (3) years following the date of final acceptance.

This warranty shall apply to all CCTV cameras and each of its components and to its assembly as a whole. In the event a defect, malfunction, or other failure not caused by misuse or third party acts not contemplated occurs during the warranty period, the Design Build Firm shall repair the warranted item if repair can be made on site within 48 hours time from receipt of notice of the occurrence. If repair cannot be made within 48 hours time from receipt of notice of the occurrence, the Design Build Firm shall replace the warranted item on site within 72 hours time from receipt of notice of the occurrence. In determining time for repair or replacement, matters unique to the Design Build Firm, such as office location or availability of personnel, shall not be considered. In the event that the County determines that public health, safety, or welfare requires temporary measures to continue safe functioning of the facility of which the warranted item is a part, the Design/Build Firm shall provide temporary items or take other temporary measures as the County deems necessary. All repairs, replacements, and temporary measures shall be at the sole cost and expense of the Design/Build Firm, without any charge to the County.

If the Design Build Firm fails to comply with the Design/Build Firm's obligations under this warranty, the Design Build Firm shall be liable to the County for all damages associated with the Design Build Firm's breach hereof and damages associated with the initial occurrence from the date of the occurrence. Damages shall include, but shall not necessarily be limited to, costs incurred in repairing or replacing warranted items, as well as incidental and consequential damages suffered by the County.

All costs associated with this warranty shall be included in the Price Proposal.

ii. Assignment of other Warranties

The Design Build Firm shall assign to the County any and all manufacturers' or other sellers' warranties that come with any products, material or supplies which are incorporated into or are consumed in the project in any way. Assignment of such warranties shall be effective on the date of Final Acceptance. To the extent that any such warranties do not extend to subsequent purchasers or owners or such warranties contain a limitation on assignment, the Design Build Firm agrees that the Design Build Firm purchased the products, materials and supplies on behalf of the County with the intent that the County be the intended recipient of any warranties. All documents associated with or describing any such warranties shall be delivered to the County along with the other project final acceptance documents and shall be deemed to be a part of the required final acceptance documentation. The Design Build Firm shall not take

any action or fail to act in any way which voids any such warranties. All subcontracts shall contain a similar provision which requires subcontractors to assign any such warranties to the County.

Q. Signalization Plans

1. General:

The Design/Build Firm shall upgrade five (5) existing span-wire signals to mast arms conforming to current FDOT specifications. The Design Build Firm shall work with FDOT and Orange County ITS personnel to integrate all devices into the Orange County Traffic Management System. Any new conduit runs, electrical circuitry, electrical panels or other required assemblies or equipment to make the system functional shall be provided by the Design/Build Firm.

The existing signal facilities, network equipment and communications within the limits of this project defined by this RFP shall remain in operations without interruption for the duration of the project. In the event that interruption of said devices cannot be avoided, then downtime may be allowed on a case-by-case basis but must be approved by the County Project Manager.

2. Location of Signal Upgrades:

Traffic signals shall be upgraded from span-wire to mast-arms at five intersections, including:

6. Central Florida Parkway at Orangewood Blvd
7. Pine Hills Rd at Londonderry Blvd
8. Dean Rd at Lake Underhill Rd
9. University Blvd at Driggs Dr
10. Pine Hills Rd at Balboa Dr

3. Equipment and Components:

The Design/Build Firm shall examine carefully each component and equipment assembly it furnishes to verify that the material, design and construction, markings, and workmanship comply with the requirements of this RFP. Visual inspections shall be performed on all modules and subassemblies to determine any physical defects such as cracking, scaling, poor fastening, incorrect component values, etc. Complete electrical testing shall be performed on each module and subassembly to determine its compliance to the designed function. Housing, chassis, and connection terminals shall be inspected for mechanical sturdiness, and harnessing to sockets shall be electrically tested for proper wiring sequence.

The Design/Build Firm shall conduct QC procedures to assure that equipment units and components are not damaged during shipping and storage. The Design/Build Firm shall develop a quality assurance program and submit it to the County for review and acceptance within fifteen (15) days after Notice to Proceed (NTP). The Design/Build Firm shall follow the approved quality assurance program for the construction and installation of all field hardware.

4. Design and Engineering Services:

The Design/Build Firm shall secure all permits, make arrangements for all connections, etc., on relevant issues that shall be required for designing, installing and operating the upgraded signals, including power. The Design/Build Firm shall send electronic copies of all the correspondence and minutes, of any project related meetings, to the County's Project Manager.

The design of the upgraded signals shall integrate with the existing signal components. The design shall include the necessary infrastructure and components to ensure proper operation of the upgraded signal. This shall include but not be limited to all proposed signal components of this project as well as existing components that remain or are re-deployed as the upgraded signal for the project.

New signal components shall be mounted on new traffic signal structures. The Design Build Firm shall ensure service and communication to the existing traffic signal is uninterrupted during the installation of the new signal components.

5. Design and Construction Criteria

SIGNALIZATION GOVERNING RULES, GUIDELINES, AND SPECIFICATIONS

The signalization shall be shown on design plans and shall be constructed in accordance with Sections 603, 620, 630, 632, 634, 635, 639,641, 649, 650, 653, 660, 665, 670, 671, 676, 678, 690, and 699 of the FDOT Standard Specifications, except where noted on the plans and indicated by the following Technical Provisions. All traffic signal equipment shall be listed on the FDOT's Approved Products List or Qualified Products List.

SHOP DRAWINGS

The Design/Build Firm shall provide shop drawings for all signalization equipment and installation. These shop drawings shall be reviewed and approved by the Engineer prior to the Design/Build Firm placing orders for the signalization equipment and beginning construction.

CONDUIT

Conduit shall be furnished and installed according to Section 630 of the "Standard Specifications", the Special Provisions and the plans. The work may include furnishing and installing conduit aboveground, underground, under pavement, underground jacked, and bridge mounted.

SIGNAL AND INTERCONNECT CABLE

Signal and interconnect cable shall conform to the requirements of Section 632 of the "Standard Specifications". Interconnect drop cable shall consist of 12 single mode fiber optic strands.

PULL AND JUNCTION BOXES

Pull and Junction Boxes shall conform to the requirements of Section 635 of the "Standard Specifications" and shall be listed on the FDOT's Approved Product List (APL). Pull and Junction Boxes shall be marked in accordance with Section 603.

Pull Box Installation

Pull Boxes shall be installed in accordance with the Roadway and Traffic Design Standards, Index No. 17721. The Pull Box cover shall be flush with the finished grade or sidewalk. Pull Boxes shall not be installed in roadways, driveways, parking areas, ditches, or public sidewalk curb ramps.

General Requirements

Signal or interconnect cables shall not be pulled through a pull box used for loop termination. Use separate pull boxes for signal and interconnect cables.

Ground all metal covers in accordance with Section 620.

Special pull boxes shall be 24" diameter and shall have cable hangers/racks and be capable of storing slack fiber optic cable while maintaining the minimum bend radius of the cable and house the appropriate fiber splice enclosure equipment.

ELECTRICAL POWER SERVICE

Electrical power service assemblies shall be furnished and installed according to Section 639 of the "Standard Specifications", the Special Provisions and the plans. The work may include furnishing and installing overhead and underground electrical power service, electrical service wire, and electrical service disconnects.

MAST ARM/POLE ASSEMBLIES

Mast arm/pole assemblies and foundations shall be designed and installed according to the Florida Department of Transportation's Standard Mast Arm Assemblies drawings and specifications and the plans.

Mast arm/pole assemblies shall have a galvanized finish in accordance with ASTM A 123 and ASTM A 153.

Mast arm/pole assemblies shall include all hardware, anchor bolts and foundations necessary for a complete installation.

VEHICULAR SIGNAL ASSEMBLIES

Vehicular signal assemblies shall conform to Section 650 of the standard specifications, except as modified in this technical provision.

All vehicular signal displays (red, amber, green, ball-type and arrow-type) shall have light emitting diode (LED) lamps. Signal heads and LED lamps must be listed on the Florida Department of Transportation's Approved Products List.

PEDESTRIAN SIGNAL ASSEMBLIES

Pedestrian signal assemblies shall conform to Section 653 of the standard specifications, except as modified in this technical provision.

All displays shall be light emitting diode (LED) type with integrated LED countdown displays showing remaining pedestrian clearance time.

Pedestrian signal assemblies must be listed on the Florida Department of Transportation's Approved Products List.

SIGNAL HEAD AUXILIARIES

Signal head auxiliaries shall be furnished and installed according to the plans, standard specifications and Special Provisions. Aluminum and steel pedestal poles installed as part of a signalized intersection shall have a finish to match the steel strain poles or mast arm/poles.

VEHICLE DETECTOR ASSEMBLIES

Vehicle Detector Assemblies shall include furnishing and installing Opticom type traffic signal pre-emption equipment or video detection systems.

The traffic signal pre-emption equipment shall be compatible with the Opticom system used by Orange County Fire Rescue. This item shall include all equipment necessary to provide a complete and functioning traffic signal pre-emption system at an intersection.

Video detection systems shall include video cameras and equipment necessary to provide traffic signal vehicle detection at an intersection. Video detection systems must be listed on the Florida Department of Transportation's Approved Products List. All equipment, including supports and methods for mounting video cameras, must be pre-approved by Orange County Traffic Engineering. Video camera supports installed on mast arms shall have a finish similar to the mast arms.

PEDESTRIAN DETECTOR ASSEMBLIES

Pedestrian detector assemblies shall be furnished and installed according to Section 665 of the "Standard Specifications", the Special Provisions and the plans.

DETECTOR CABINET

Detector cabinets shall be furnished and installed according to the plans and Special Provisions. The cabinets shall meet the requirements of FDOT's Minimum Specifications for Traffic Control Signal Devices.

TRAFFIC CONTROLLER ASSEMBLY

Traffic Controller Assemblies shall conform to the requirements of Section 670 of the Standard Specifications and shall be compatible with Orange County's traffic signal system which utilizes Siemens Eagle EPAC controllers and TS 2 Type 1 or 2 cabinets with MMU and fiber optic module. The controllers shall be NEMA compatible and be capable of being programmed with up to 6 pre-emption phase movements.

Two types of Traffic Controller Assemblies shall be provided; a Type 5 base mounted cabinet with a minimum of 14 load bays and 16 detector channels, or a Type 4 pole mounted cabinet with 8 load bays and 8 detector channels.

All Controller Assemblies shall include foundations except pole mounted cabinets.

SYSTEM AUXILIARIES

Aerial cable storage devices (Sno-Shoe) shall be used to store additional lengths of fiber optic cable along the aerial support wire for later use. They shall be designed to protect the minimum bend radius of the fiber optic cable and shall store a minimum of 100' of excess cable.

Aerial cable tree guards shall be used to protect fiber optic cables from mechanical abrasion caused by tree limbs. They shall be applied around the cable and taped at each end. Tree guards shall be 6' in length and constructed of high impact black polyethylene.

REMOVAL OF EXISTING SIGNAL EQUIPMENT

Removal of existing traffic signal equipment shall be done according to Section 690 of the "Standard Specifications", the Special Provisions and the plans. Equipment which is removed shall be delivered to Orange County's Traffic Operations building at 4200 South John Young Parkway, except for those items shown in the plans or required by the Engineer to be removed and disposed of by the Design/Build Firm.

INTERNALLY ILLUMINATED SIGNS

Internally illuminated signs shall be furnished and installed according to Section 699 of the "Standard Specifications", the Special Provisions and the plans. Internally illuminated signs shall be double sided and attached to the traffic signal mast arm (using a two point mounting assembly) or attached to a

separate clamp-on sign arm attached to a traffic signal pole. The signs shall be illuminated by white LED lamps.

Signs attached to traffic signal mast arms shall include hardware to mount the signs on the mast arms.

Signs attached to sign arms shall include all hardware required to attach the sign and arm to traffic signal poles. The sign arms shall be designed to support the dead load and wind load of the internally illuminated sign without deflecting, and shall have the same finish as the traffic signal pole to which they are attached.

R. Training

The *DESIGN-BUILD Firm* must provide all training of Orange County personnel required for successful testing, diagnostics and maintenance of the fiber optic infrastructure and the TACTICS central management system. The length of sessions proposed per training type shall be adequate to cover the material in sufficient depth for the trainee's to perform their responsibilities on the ATMS Phase 2B system. Orange County's training philosophy is a "train-the-trainer" concept with a maximum utilization of *DESIGN-BUILD Firm* generated course materials.

1. TRAINING PLAN

A Training Plan shall be provided by the *DESIGN-BUILD Firm* and accepted by Orange County. This plan shall provide all the necessary training to deliver the required course. Training schedule, course length and content shall be included in the Training Plan.

After final acceptance by Orange County, the *DESIGN-BUILD Firm* shall schedule and conduct training in the testing and maintenance of the system and all its components.

2. FIBER OPTIC TRAINING COURSE

The *DESIGN-BUILD Firm* shall provide a 24-hour hands-on course on Basic Fiber Optic Maintenance covering from the introduction and basics of fiber optics to standards, installation techniques, connectorization, mechanical/fusion splicing, testing and troubleshooting for five (5) Orange County technician/maintenance type personnel.

The *DESIGN-BUILD Firm* shall provide a Student Training Manual for each trainee and an Instructor Training Manual for Orange County's use in providing equivalent training sessions in the future.

The Basic Fiber Optic Maintenance training course shall consist of the following topics, as a minimum:

- Fiber optic basics
- Power Meter Tests, Visible Light Tests
- OTDR Tests
- Break-outs, Splice Trays and Closures, Splices-mechanical
- Describe and Discuss Fusion Splices
- Splicing, Testing and Troubleshooting procedures

3. TACTICS TRAINING COURSE

The Design-Build Firm shall provide forty (40) hours of hands-on TACTICS training to Orange County Traffic Engineering staff. The *DESIGN-BUILD Firm* shall provide a Student Training Manual for each trainee and an Instructor Training Manual for Orange County's use in providing equivalent training sessions in the future.

The Training shall cover the basic and advanced operations of TACTICS including the following topics as a minimum:

- Coordination
- Quick Response
- TACTICS Group Operations
- Time of day (TOD) scheduling
- Time of year (TOY) scheduling
- Database & data procedures
- Reports
- System Graphics
- Local Intersection Graphics
- Master Graphics
- TACTICS System Detectors

4. MANUALS AND INSTRUCTIONAL AIDS

The *DESIGN-BUILD Firm* shall prepare training manuals and submit them to Orange County for review prior to the start of classroom instruction. The training manuals shall be prepared specifically for use as training aids. Principal documents used for training shall be tailored to reflect all project-related hardware, software, and user requirements.

Upon completion of each course, instructor's manuals, training manuals, and training aids shall become the property of Orange County. As part of the delivered system documentation and the final documentation, the *DESIGN-BUILD Firm* shall supply Orange County with all changes and revisions to the training manuals and other training documentation. Orange County shall have the right to copy all training manuals and aids for use in their training courses.

The *DESIGN-BUILD Firm* shall furnish for use during training courses all special tools; equipment, training aids, and any other materials required to train course participants. The number of special tools and other training equipment shall be adequate for the number of participants attending the course.

VI. Preparation and Submission of Technical and Price Proposal Requirements.

A. GENERAL:

Each Design/Build Firm being considered for this project is required to submit a Price Proposal and a Technical Proposal. The technical proposal shall include sufficient information to enable the **County** to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

1. Form of Proposal: Each Proposer must submit the original Technical Proposal and original Price Proposal (clearly marked “original” and nine (9) copies FOR A TOTAL OF TEN (10) COPIES of the Proposal Forms and all attachments) in one package.
 - a. Each package shall contain two sealed envelopes. One sealed envelope containing the technical proposal and one sealed envelope with the price proposals.
 - b. A copy of the “Written Technical Proposal” must also be submitted in electronic format on a CD. The format shall be in Microsoft Word and the file saved in html. No macros shall be allowed. Minimum font size of ten (10). Graphics and photographs shall be held to a minimum, in the electronic version only, so that Internet loading of the Technical Proposal takes place in 15 seconds or less.
 - c. The Price Proposal must be submitted on Form B, contained herein. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

Price Proposals shall be submitted on the official price proposal form attached hereto and shall include one lump sum price for the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design/Build Firms quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project shall be full, complete, and final compensation for the work required to complete that portion of the Project. The Price Proposal shall be hand delivered in a separate sealed package to the following:

**PURCHASING AND CONTRACTS DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2nd FLOOR
ORLANDO, FLORIDA 32801**

The package shall indicate clearly that it is the Price Proposal and shall identify clearly the Proposer’s name, and project description. The Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals.

Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.

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.

2. Each Proposer shall submit the Price and Technical Proposals in separate sealed envelopes either mailed or hand carried, to the Purchasing and Contracts Division prior to the Proposal due date and time as specified in the Instructions to Proposers. Proposals received after the date and time specified shall be returned unopened. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any Proposals.

The delivery of said Proposal to the Purchasing and Contracts Division prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. The County shall not be responsible for delays in delivery to the Purchasing and Contracts Division caused by the United States Postal Service or courier service, delivery to any other County office or delays caused by any other occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal.

The Proposal delivery time shall be scrupulously observed. Under no circumstance will Proposals delivered after the delivery time specified be considered. Late Proposals will be returned to the Proposer unopened with the notation, "Proposal was received after the delivery time designated for the receipt of Proposals".

Proposers should indicate on the sealed envelope the following:

Request for Technical and Price Proposal Number –Y12-803-CH
Hour and Date of Opening – November 10, 2011 at 2:00 P.M.
Name of Proposer
Return Address of the Proposer

3. A Technical Evaluation Team shall convene to evaluate the Technical Proposals. The Technical Evaluation Team shall evaluate the Technical Proposals submitted by each qualified Proposer and shall present its evaluations and recommendations regarding the Technical Proposals to the Procurement Committee. The Procurement Committee will consider the recommendations of the Technical Evaluation Team with the evaluation of Technical Proposals representing 60% of the total scoring.

Price Proposals shall be publicly opened at the Procurement Committee meeting immediately following evaluation of the Technical Proposals. Public Notice is provided for that meeting on the bulletin board outside the Purchasing and Contracts Division. The Price Proposals shall be tabulated, evaluated and scored by the Procurement Committee. That score shall be incorporated into the overall evaluation of the Proposals. **Orange County reserves the right to negotiate the Contract price should that be deemed in the best interest of the County.**

4. All Proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is a partnership, the Proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Proposal.
5. Proposal must be in force for **NINETY (90)** days after the Proposal opening. Proposers may not assign or otherwise transfer their Proposals.
6. Reserved
7. If the price proposal amount exceeds \$200,000 a Proposal bond shall be submitted with this Proposal response. Payment and Performance bond are a requirement of this Contract if the total contract amount exceeds \$200,000. The awarded Design-Builder shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of design fees, as a condition precedent to contract execution by the County.
8. A Certified Check, a Cashier's Check, or in the alternative, submission of an original Proposal Bond (copy not acceptable) completed and signed by all required parties and submitted in the format detailed by Exhibit 1 to the Price Proposal (Form B), shall be required to accompany each Price Proposal in a stated dollar amount of not less than ten (10%) percent of the sum of the computed total amount of the Price Proposal. Submittal of a Proposal Bond less than 10% of the Price Proposal shall result in rejection of the Proposal. Cashier's Checks shall be drawn on a solvent bank or trust company to the order of The Board of County Commissioners, Orange County Florida and shall have all necessary documentary revenue stamps attached, if required by

law. Personal checks are not acceptable to the County. See "Qualifications of Surety Companies" for additional requirements.

9. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, (407) 836-5598 or by email: carol.hewitt@ocfl.net between the hours of 9:00 a.m. and 4:00 p.m. weekdays.

Any Proposer who initiates any discussions with staff in any manner other than that described above is subject, at the sole discretion of the Board, to disqualification from this procurement.

10. Should technical concerns/questions arise outside the expertise of the Purchasing and Contracts Division, you shall be asked to submit these questions in writing, no later than **4:00 P.M., October 27, 2011, to Carol Hewitt, Senior Contract Administrator, email: carol.hewitt@ocfl.net, fax (407) 836-5899.**

11. No interpretation of the meaning of the contract documents shall be made to any Proposer orally.

Any and all such interpretations and any supplemental instructions shall be in the form of a written addendum which, if issued, shall be available for Proposers to download at www.orangecountyfl.net. A copy may be obtained by the Proposer or his representative at Orange County Purchasing and Contracts Division, Internal Operations Centre, 400 East South Street, Orlando, FL 32801. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the RFP as submitted. All addenda so issued shall become part of the Contract documents and receipt shall be acknowledged on the Proposal Form or submittal of the addendum with the Price Proposal, with the acknowledgement section completed.

12. Proposers should carefully examine the site of the proposed work before Proposal submission and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this Proposal.

No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for a failure or omission on the part of the Design-Builder to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

13. Proposers are hereby cautioned not to contact any member of the Orange County Procurement Committee or any staff (except as provided above) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Technical and Price Proposals must be directed through the Purchasing and Contracts Division. Failure to abide by this condition of the RFP shall be cause for rejection of your Proposal.

14. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635. Scores of the short listed firms shall be on the Orange County website at: www.orangecountyfl.net twenty-four (24) hours following the Procurement Committee meeting. Proposers will not be notified.

15. Proposals which contain any limiting terms and conditions which do not explicitly agree to provide the scope in the contract documents shall be disqualified.

B. The Project Team

The Project Team must be a **Design-Build firm** appropriately licensed in the State of Florida, with a qualifying agent employed full time by the firm, proof of license required with submittal. A **Design-Build firm** is defined by Florida Statute 287.055.2 as follows:

A “**design-build firm**” means a partnership, corporation, or other legal entity that:

- i. Is certified under F.S. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- ii. Is certified under F.S. 471.023 to practice or to offer to practice engineering; certified under F.S. 481.219 to practice or to offer to practice architecture; or certified under F.S. 481.319 to practice or to offer to practice landscape architecture.

Projects Teams not meeting the definition of a design-build firm **shall be considered non-responsive and ineligible for consideration.**

Information on the skills and experience of the Project Team shall be submitted with the Technical Proposal and conform to the following list.

- i. Identify all key personnel, sub-consultants and sub-contractors who will actually be assigned to perform this project. Provide resumes (two pages maximum) for the Project Manager, Project Engineer and Project Construction Manager. Also, identify the qualifying agent and his/her qualifications.
- ii. Provide a summary of the experience of the Project Team with regards to Fiber Optic Network and Traffic Signal Control and/or Intelligent Transportation Systems.
- iii. The Management Plan for the project, including the roles of the key team members.
- iv. Provide an organizational chart showing the organizational structure of the Project Team containing the key personnel, sub-consultants, and sub-contractors including the Project Manager, Project Engineer, and Project Construction Manager.
- v. Key Personnel/Staffing: The Design/Build Firm’s work shall be performed and directed by key personnel identified in the technical proposal by the Design/Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the **County’s** Project Manager. The Design/Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

This section of the TECHNICAL PROPOSAL is limited to a total of 5 pages, exclusive of resumes and licenses, plus an organizational chart (maximum size of 8½ x 11).

NOTE: It is the responsibility of the Proposer to verify sub consultants and/or other team member’s satisfactory performance on previous projects

C. PROPOSAL SUBMITTAL FORMAT

Weighted Criteria (overall)

Criteria	Score (0-500)	% Weight	Weighted Score
Technical Proposal		60	
Price Proposal		40	
Total		100	

D. Weighted Technical Evaluation Criteria

The following criteria and weights shall be utilized in the evaluation of this proposal.

<u>Criteria</u>	<u>Weight</u>
Project Understanding, Approach and Preliminary Design	40
Project Schedule	15
Value Engineering	10
Quality Control (Design and Construction)	10
Coordination (Utilities and Agencies)	15
Construction and Maintenance of Traffic Approach	10
TOTAL	100

E. Evaluation Criteria Descriptions for Technical Proposal

The Technical Proposal provided by the Proposer is not intended to replace what is in the Contract documents, be reviewed against the Contract documents, or be all inclusive of the entire scope, but only provide additional information to the County. The Contract documents take precedence if Proposer provides statements that conflict with Contract documents.

Any Proposal containing wording that limits the responsibility of the Proposer to what is contained in their Proposal rather than the Contract documents shall be rejected based on being non-responsive.

Each Proposal shall be organized as outlined as follows. It is intended that each heading and all subheadings/paragraphs as outlined below shall be reviewed independently. If information is not contained within the appropriate subheading, the information will not be reviewed or counted in the scoring for the subheading topic.

- i. **Project Understanding, Approach and Preliminary Design:** The Proposers shall demonstrate knowledge of the project objectives/goals and existing field conditions, identify potential design and construction/build issues, approach to minimizing any disruptions to the existing traffic signal system operations, and present a comprehensive plan for completing the specified work. The plan should demonstrate efficient use of manpower, materials, equipment, design methodology, construction methodology, and techniques for completing the project efficiently within the constraints outlined in the Design Criteria Package and other contract document.

The Project Team's understanding of the project, approach to successful completion, specialized skills needed, special considerations and possible difficulties in completing the project.

Identify Project Team's approach to facilitating the permitting process, utility and agency coordination.

Describe any potential alternative innovative approaches to the project if applicable.

- ii. **Project Schedule:** The Proposers shall demonstrate adequacy of their proposed project schedule.
- iii. **Value Engineering:** Proposers must describe the approach to reducing overall project costs and minimizing project schedule used in determining the Proposers price proposal. Describe the approach in minimization of right-of-way impacts.
- iv. **Quality Control (Design and Construction):** Document the Proposers policies and procedures for quality control and assurance. Describe other management procedures to ensure that the design and construction complies with the design criteria, permitting agencies, profession/industry standards, and any other pertinent requirements.
- v. **Coordination:** The Proposers shall address processes for assuring proper coordination is maintained at all times during the project. As a minimum, the coordination plan shall include coordination with:
 - Florida Department of Transportation District 5
 - Florida Department of Transportation Turnpike District
 - Water Management District
 - City of Orlando
 - Utility Owners

- Sub-consultants/Supplier
- Adjacent Property Owners
- Others

vi. **Construction and Maintenance of Traffic:** The Contractor shall demonstrate capability to furnish, erect and maintain all necessary traffic control devices, including flagmen and pilot cars, in accordance with the "Manual of Uniform Traffic Control Devices for Streets and Highways" published by the U.S. Department of Transportation, Federal Highway Administration, and the Florida Department of Transportation Design Standards, Index 600 series. The Contractor shall describe approach to provide and maintain in a safe condition temporary approaches, crossings, and intersections with trails, roads, streets, business parking lots, residences and garages. The Contractor shall ensure taking all necessary precautions for the protection of the work and the safety of the public.

F. PROPOSAL ERRORS

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown in the Official Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum thereof shall be resolved in favor of the correct sum. Any discrepancy between words and numbers shall be resolved in favor of the written word.

G. DEVIATIONS

Proposers are hereby advised that Orange County will only consider Proposals that fulfill the obligations and requirements imposed upon them by this Request for Technical and Price Proposals.

H. AWARD OF CONTRACT

Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures. The County reserves the right to accept or reject any or all Proposals that it may, at its sole discretion, deem unresponsive, 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.

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.

The Board of County Commissioners will award a contract pursuant to applicable law. The ability of a Proposer to obtain a performance bond and a payment bond shall not be regarded as the sole test of such Proposers' competency or responsibility.

Nothing contained herein shall place a duty upon the County to reject Proposals or award a Contract based upon anything other than its sole discretion as described herein.

Determination of the low Price Proposal when additive or deductive items are involved shall be as follows:

- a. If it is deemed to be in the best interest of the County to accept the additive or deductive items, award shall be made to the Proposer that offers the best value and those additive or deductive bid items that provide the most features of the work.

- b. All Proposals shall be evaluated on the basis of the same additive or deductive items.
- c. Failure of the Proposer to provide pricing for all unit priced items and/or the Base Price Proposal and ALL requested additive/deductive items, or alternates shall be cause for rejection of the bid as non-responsive.

I. ORAL PRESENTATIONS

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

J. COST AND PRICING DATA

The County shall require the selected Design-Builder to provide any or all of the following documentation to support the design and contract management fee proposal as a condition precedent to the execution of the Contract:

- A. Current audited financial statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- B. Raw labor rates by labor classification certified as accurate by an officer of the company.
- C. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- D. Summary of fees for services to be provided by sub-consultants
- E. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the Design-Builder's contract.
- F. Breakeven multiplier statement from each sub-consultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- G. Project schedule.
- H. Breakdown of all out-of-pocket and/or direct expenses.

K. SUPPORTING DOCUMENTATION

The County shall require the selected Design-Builder to provide the following documentation to support the design and contract management 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 Qualifications.
- 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.

L. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection for a **\$30.00** fee per CD. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.
- b. The overall ranking of all proposals.
- c. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- d. If requested, an explanation of the score received for each evaluation criteria shall be provided, including costs, if applicable.
- e. If applicable, a summary of the rationale for award.
- f. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

VII. Final Selection Process:

A short list shall be provided to the Orange County Board of County Commissioners for approval. If the short list is approved by the Board, negotiations per F.S 287.055 shall be initiated.

REQUEST FOR PROPOSALS

FOR

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT
SYSTEM (ATMS) PHASE 2**

Financial Project Number(s): 430027-1-58-01

Federal Aid Project Number(s): 8886-007-A

RFP #Y12-803-CH

CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

GENERAL CONDITIONS OF CONTRACT

REQUIRED FORMS

VOLUME II

Contract Between Owner and Design-Builder - Lump Sum

This **CONTRACT** is made as of the ____ day of _____ in the year of _____, by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

DESIGN-BUILDER:

(Name and address)

PROJECT:

*(Include Project name and location
as it will appear in the Contract
Documents)*

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments and change orders to this Contract issued in accordance with General Conditions of Contract;

2.1.2 This Contract, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1.3 Written Supplementary Conditions, if any, to the General Conditions of Contract;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Design-Builder's Deviation List, if any, contained in Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Design Criteria;

2.1.7 Owner's Design Criteria;

2.1.8 Design-Builder's Proposal, except for the Deviation List, submitted in response to Owner's Design Criteria; and

2.1.9 Reserved

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.2 Terms, words and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire Contract between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. 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 Design-Builder in connection with its services hereunder (i.e., the Work Product) are the property of the County upon acceptance of same by the County.

4.2 Reserved

4.3 Owner's Use of Work Product Upon Owner's Termination for Convenience. If Owner terminates the Contract for its convenience as set forth in Article 8 hereof, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner full use of the Work Product to complete the Project and subsequently occupy the Project.

4.4 Owner's Limited License Upon Design-Builder's Default. If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract and Owner has fully satisfied all of its obligations under the Contract Documents, Design-Builder shall grant Owner full use of the Work Product in connection with Owner's completion and occupancy of the Project. This use is subject to Florida statutory restrictions on its use of the Work Product.

4.5 Reserved

Article 5

Contract Time

5.1 Notice to Proceed. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than **480** calendar days after the Notice to Proceed ("Scheduled Substantial Completion Date").

5.2.2 Reserved.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, but in no case later than **540** calendar days from Notice to Proceed.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained (**60**) days after the Scheduled Substantial Completion Date (the “LD Date”), Designer-Builder shall pay Owner **One Thousand Nine Hundred Dollars and No/100 (\$1,900.00)** as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion.

5.5 Reserved

Article 6
Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the lump sum of _____ Dollars (\$_____) (“Contract Price”), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include licenses, permits, fees and all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following maximum markups shall be considered on such changes:

6.2.1 For the Design-Builder, for Work (i.e., the cost of labor, materials and construction equipment as described above) performed by the Design-Builder’s own forces; 15% of the cost.

6.2.2 For the Design-Builder, for the Work performed by the Design-Builder’s Subcontractor; 7.5% of the amount due the Subcontractor.

6.2.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces; 7.5% of the cost.

6.2.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor's 5% of the amount due the Sub-Subcontractor.

6.2.5 Cost to which overhead and profit is to be applied shall be determined in accordance with provisions of this Article.

6.2.6 The amount of credit to be allowed by the Design-Builder to the Owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner not more frequently than once per month, beginning with the first month after the Notice to Proceed, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment in accordance with the Florida Prompt Payment Act (Florida Statute 218.735) after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments

7.2.1 Owner will retain ten percent (10%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner shall reduce subsequent retainage to five percent (5%) and withhold from Design-Builder's subsequent Applications for Payment.

7.2.2 Upon Final Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall release to the Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work and make payment on Design-Builder's properly submitted and accurate Final Application for Payment in accordance with the Florida Prompt Payment Act, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Reserved

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of five (5) years after Final Payment.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed, in place and accepted;

8.1.2 Reserved

8.1.3 Reserved

8.2 Reserved

8.3 If Owner terminates this Contract pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division
400 E. South St., 2nd Floor
Orlando, FL 32801
407-836-5635**

9.1.2 Owner designates the individual listed below as its Owner's Project Manager, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Hazem El-Assar, P.E., Chief Engineer/Project Manager
Orange County Public Works Traffic Engineering Division
4200 South John Young Parkway, Building 2
Orlando, Florida 32839

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Design-Builder's Project Manager, which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract, and which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract.

(Identify individual's name, title, address and telephone numbers)

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Project Engineer, which individual has the authority and responsibility set forth in Section 2.2 of the General Conditions of Contract

(Identify individual's name, title, address and telephone numbers)

9.2.3 Design-Builder designates the individual listed below as its Design-Builder's Project Construction Manager, which individual has the authority and responsibility set forth in Section 2.7 of the General Conditions of Contract.

(Identify individual's name, title, address and telephone numbers)

Article 10

Bonds and Insurance

10.1 Payment and Performance Bonds: The DESIGN BUILDER shall execute and deliver to the County the Payment and Performance Bonds included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- and must be included on the approved list of sureties issued by the United States Department of Treasury. Prior to execution of the Contract Documents the County may require the DESIGN BUILDER to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the DESIGN BUILDER. If the Contract Amount is increased by Change Order, it shall be the DESIGN BUILDER'S responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

If the Surety on any bond furnished by DESIGN BUILDER is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the DESIGN BUILDER shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

10.2 Insurance Requirements:

DESIGN BUILDER 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 DESIGN BUILDER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by DESIGN BUILDER under this Contract. Insurance carriers providing coverage shall be authorized and/or eligible to do business in the State of Florida and shall possess a current A.M.Best's Financial Strength Rating of A- Class VIII.

10.2.1 The DESIGN BUILDER shall require and ensure that each of its subcontractors maintain insurance until the completion of their work under any contract associated with this Contract. Failure of the DESIGN BUILDER to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its subcontractors maintain coverage shall not relieve the DESIGN BUILDER of any contractual responsibility, obligation or liability.

10.2.2 The minimum types and amounts of insurance inclusive of any amount provided by an umbrella or excess policy, shall be as follows:

10.2.2.1 Workers' Compensation – The DESIGN BUILDER shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits (see below) for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. The County will not accept elective exemptions. Any DESIGN BUILDER using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

10.2.2.2 Commercial General Liability – The DESIGN BUILDER shall maintain coverage issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than the limits indicated in the Schedule of Limits (see below). DESIGN BUILDER further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, 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. All projects with a Contract Amount greater than \$20,000,000 shall be written on a Designated Premises or Projects basis (Exhibit B). Commercial umbrella and excess coverage shall include liability coverage for damage to the DESIGN BUILDER'S completed work equivalent to that provided under ISO Form CG 00 01 12 04.

10.2.2.3 Business Automobile Liability - The DESIGN BUILDER shall maintain coverage for all owned; non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent, with limits of not less than the limits indicated in the Schedule of Limits (see below). In the event the DESIGN BUILDER does not own automobiles the DESIGN BUILDER 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.

10.2.2.4 Schedule of Limits:

Contract Amount	Workers' Comp/ Employers' Liability	General Liability	Automobile Liability
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To Be Determined by the County		

10.2.2.5 Pollution Legal Liability - The DESIGN BUILDER agrees to maintain Contractor's Pollution Legal Liability with a limit of not less than one million (\$1,000,000) per occurrence on a per-project basis.

10.2.2.6 Builders' Risk - If this Contract includes: (1) construction of a new above ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the DESIGN BUILDER shall maintain builders' risk insurance providing coverage to equally protect the interests of the County, the Professional, the DESIGN BUILDER and subcontractors of any tier.

- **Coverage shall be written on a completed value form (Exhibit C) in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum cover the perils insured under the ISO CP 10 30 Special Causes of Loss Form (Exhibit D) and shall include property in transit and property stored on or off premises, which shall become part of the project. The DESIGN BUILDER agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The DESIGN BUILDER agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. If such restriction exists the DESIGN BUILDER shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the project ceases, or the project is accepted and insured by the County.**

- **10.2.2.7** Professional Liability- If the construction method is "design-build" the DESIGN BUILDER agrees to maintain Professional Liability on a per-project basis. The DESIGN BUILDER agrees to provide coverage with limits and deductibles as prescribed below.

<u>Project Cost</u>	<u>Minimum Limit</u>	<u>Maximum Deductible</u>
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$100,000
over \$5,000,000	Determined by the County	

10.3 When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of the DESIGN BUILDER’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the DESIGN BUILDER 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 DESIGN BUILDER agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the DESIGN BUILDER of the obligation to provide replacement coverage.

10.4 The DESIGN BUILDER shall be responsible for all risk of loss whether insured or not until final acceptance of the project by the County. The DESIGN BUILDER agrees to be fully and solely responsible for any costs or expenses resulting from a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of said deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. The County has the right to request that the DESIGN BUILDER procure and maintain a surety bond for any deductible amounts that exceed any amount stated herein in such amount and on such form that are acceptable to the County.

10.5 The County reserves the right, but not the responsibility to periodically review any and all policies of insurance and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Contract. In such event, the County shall provide the DESIGN BUILDER written notice of such adjustments and the DESIGN BUILDER shall comply within thirty (30) days of receipt thereof. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

10.6 The DESIGN BUILDER agrees to specifically include the County as an Additional Insured on the Commercial General Liability policy with a CG 20 10 – Additional Insured - Owners, Lessees, Contractors (Exhibit E) or CG 20 26 – Additional Insured- Designated Persons or Organization endorsement, or their equivalent (Exhibit F). The DESIGN BUILDER shall also specifically include the County as an Additional Insured on any Commercial Umbrella or Excess policies unless the County is automatically defined under the policy as an Additional Protected Person. Additionally, the DESIGN BUILDER agrees to specifically include the County as an Additional Insured under the Contractor’s Pollution Liability coverage (when applicable). The name of the organization identified in each Additional Insured endorsement’s schedule shall read Orange County Board of County Commissioners.

10.7 The DESIGN BUILDER agrees by entering into this written Contract to provide a Waiver of Subrogation in favor of the County, DESIGN BUILDER, Professional, and subcontractors of any tier for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit an endorsement, the DESIGN BUILDER agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the DESIGN BUILDER enter into such an agreement on a pre-loss basis.

10.8 Before execution of this Contract by the County and the start of any Work and for the duration of this Contract, the DESIGN BUILDER shall provide the COUNTY with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the DESIGN BUILDER has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the project title and contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

10.8.1 Prior to commencement of any Work performed by subcontractors (if any), the DESIGN BUILDER shall obtain certificates of insurance evidencing coverage from each of its subcontractors and shall furnish within five days, copies of said certificates upon request by the County. In addition to the certificate(s) of insurance the DESIGN BUILDER shall also provide a blanket or specific additional insured endorsement and all waivers of subrogation or transfer of rights of recovery endorsements for each policy. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the DESIGN BUILDER'S obligation to maintain such insurance.

10.9 Indemnification:

10.9.1 Subject to the limitations in the third paragraph under this heading, the DESIGN BUILDER will defend, indemnify and hold harmless the County, the Professional, their agents and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and,
- is caused in whole or in part by any act or omission of the DESIGN BUILDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

The DESIGN BUILDER hereby acknowledges receipt of One Hundred Dollars (\$100) and other good and valuable consideration from the County as consideration for the indemnification provisions in this Contract.

10.9.1.1 In any and all claims against the County, its agents or employees; the Professional; employees of the DESIGN BUILDER and subcontractor; all persons directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the DESIGN BUILDER or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

10.9.1.2 The indemnification obligations of the DESIGN BUILDER under this section shall not extend to the liability of the Professional and its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or the giving or the failure to give requested interpretations by the Professional and their agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

10.9.2.3 The DESIGN BUILDER will defend, indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights held by others during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

10.9.1.4 Provided however, if this Contract is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the DESIGN BUILDER to defend, indemnify or hold harmless the County, the Professional and their officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the DESIGN BUILDER and persons employed or utilized by the DESIGN BUILDER in the performance of the Contract.

The indemnification provisions contained herein shall survive the termination of this Contract.

Article 11

Other Provisions

11.1 EQUAL OPPORTUNITY

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

Further, the awarded Design-Builder shall abide by the following provisions:

- (a) The awarded Design-Builder shall represent that awarded Design-Builder has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded Design-Builder 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 design-build contract shall be incorporated by the awarded Design-Builder into the contracts of any applicable subcontractors.

11.2 **PATENTS AND ROYALTIES**

Unless otherwise provided, the Design Builder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Design Builder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Design Builder. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Design Builder. If such a claim is made, the Design Builder shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Design Builder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

11.3 **TOBACCO FREE CAMPUS**

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

11.4 **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. Form P is provided for this information and shall be completed and submitted with the proposal.

11.5 In executing this Contract, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein

OWNER:

Orange County Board of County Commissioners
Orange County, Florida

(Signature)

Johnny M. Richardson, CPPO, CACM
Manager, Purchasing and Contracts Division

Date: _____

DESIGN-BUILDER:

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

P A Y M E N T B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Design Builder _____

Address _____

Phone Number _____

Corporation, Partnership or Individual _____

Thereinafter called Design Builder, as Principal, and

Name and Address of Surety _____

hereinafter called SURETY , as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$_____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Design Builder and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Design Builder has entered into **Contract No. Y12-803** with the “County”, also referred to herein as the OWNER, for the project entitled: **DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2**, various locations throughout Orange County, Florida with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: Upgrade existing signalized intersections to Ethernet functionality and to install a fiber optic interconnect throughout the project limits to relay command and control communications to the upgraded signalized intersections through the wide-area network (WAN) of Orange County to the Orange County Traffic Management Center (TMC).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Design Builder shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Design Builder, or any Subcontractor(s) or sub-Subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner’s priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY’S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY’S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.

Signed and sealed this the _____ day of _____, 20__.

DESIGN BUILDER, AS PRINCIPAL:

WITNESS:

Firm Name

Signature

By: _____
Signature

Type Name and Title

SURETY:

AGENT FOR SURETY:

BY: _____
Signature

BY: _____

AGENCY ADDRESS: _____

SURETY ADDRESS _____

PHONE NO. _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

_____ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

_____ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Design Builder) named therein favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification (Type) _____

PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Design Builder _____

Address _____

Phone Number _____

Corporation, Partnership or Individual _____

hereinafter referred to as the Design Builder, as Principal, and

Name of Surety _____

Address _____

Phone Number _____

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$_____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Design Builder and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Design Builder has entered into **Contract No. Y12-803** with the "County", also referred to herein as the OWNER, for the project entitled: **DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2, various locations throughout Orange County, Florida** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: Upgrade existing signalized intersections to Ethernet functionality and to install a fiber optic interconnect throughout the project limits to relay command and control communications to the upgraded signalized intersections through the wide-area network (WAN) of Orange County to the Orange County Traffic Management Center (TMC).

NOW, THEREFORE, the condition of this obligation is such that if Design Builder shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such alterations thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Design Builder, his agents, servants or employees in the execution or performance of said Contract.

The applicable provision of Section 255.05 and 713.01 Florida Statutes apply to this bond.

2. Whenever Design Builder shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
 - A. Complete the Contract in accordance with its terms and conditions; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Design Builder shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

See subsection 2 of Section 255.05, Florida Statutes, as amended, for the notice and time limitations for claimants.

Signed and sealed this the _____ day of _____, 20__.

DESIGN BUILDER, AS PRINCIPAL

WITNESS:

_____ By: _____
 Firm Name
 Signature
 Type Name and Title

SURETY

AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Design Builder) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

PART IX

RFP Y12-803-CH

**DESIGN BUILD SERVICES FOR DESIGN BUILD SERVICES FOR
ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATM) PHASE 2**

**GENERAL CONDITIONS OF CONTRACT BETWEEN
OWNER AND DESIGN-BUILDER**

**General Conditions
of Contract Between Owner and Design-Builder**

Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Contract* refers to the executed contract between Owner and Design.

1.2.2 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Criteria Professional* is the individual or firm that prepares the Owner's Design Criteria package.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *General Conditions of Contract* refer to this document *General Conditions of Contract Between Owner and Design-Builder*.

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 *Owner's Design Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Design Criteria may include conceptual documents, performance requirements and other project-specific technical materials and requirements.

1.2.8 *Project Engineer* is a qualified, licensed design professional who is either an employee of Design-Builder, or is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.9 *Site* is the land or premises on which the Project is located.

1.2.10 *Subcontractor* is any person or entity retained by Design-Builder as an independent Design Builder to perform a portion of the Work and shall include materialmen and suppliers as well as sub-consultants.

1.2.11 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent Design Builder to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers as well as sub-consultants.

1.2.12 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.13 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Project Manager shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report by the third (3rd) day of the current month for the preceding month, or as mutually agreed upon by the Owner's Project Manager and the Design-Builder's Project Manager, detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and acceptances are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or Contractual relationship between Owner and any Design Consultant.

2.4 Design Development Services

2.4.1 Design-Builder shall submit for Owner's acceptance interim engineering designs at the stages of completion specified in the Owner's Design Criteria. Interim design submissions shall include design documentation, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and accept the interim design submissions in a time that is consistent with the turnaround times agreed to with Owner and set forth in Design-Builders schedule. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and accept the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and accept, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the accepted Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and acceptance of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor acceptance of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 Reserved.

2.6 Government Approvals and Permits

2.6.1 For approvals and permits applicable to the Project, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate Design Builder, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate Design Builders under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate Design Builders so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and acceptances of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.3 A legal description of the Site;

3.2.1.4 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

If the Owner provides geotechnical studies describing subsurface conditions, and other surveys describing physical conditions at the site, the Design-Builder shall not be relieved from responsibility for any conditions that were not identified by the Owner.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Lawful Appropriation

3.3.1 This Contract is contingent upon the annual appropriation of available revenues to continue or complete the Project, and the failure of the Orange County Board of County Commissioners to appropriate funds for the unfinished portion of any work shall not constitute a breach of this Contract but shall, after notice to the Design-Builder, constitute a Termination for Convenience of the Owner pursuant to the Contract.

3.3.2 Reserved

3.4 Owner's Project Manager

3.4.1 Owner's Project Manager shall be responsible for providing Owner-supplied information and acceptances in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 Government Approvals and Permits

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List for the project attached as an exhibit to the Contract.

3.5.2 Reserved

3.6 Owner's Separate Design Builders

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate Design Builders under Owner's control. Owner shall contractually require its separate Design Builders to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures may include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Reserved

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder is responsible for procuring and maintaining from insurance companies authorized to do business in the State of Florida, and with a minimum rating set forth in the Contract, the insurance coverages specified in Article 10 of the Contract, for certain claims that may arise from or out of the performance of the Work and obligations under the Contract Documents:

5.1.2 Reserved.

5.1.3 Design-Builder's liability insurance set forth in the Contract shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.4 Reserved.

5.1.5 Reserved.

5.2 Reserved.

5.3 Reserved.

5.4 Bonds and Other Performance Security

5.4.1 The Design-Builder will provide payment and performance bonds as specified in Article 10 of the Contract.

Article 6

Payment

6.1 Schedule of Values

6.1.1 Within ten (10) days of execution of the Contract, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. The Schedule of Values shall include a summary of the design man-hour effort required for all elements of the Project and the values attributable to these efforts.

6.2 Monthly Progress Payments

6.2.1 Not more frequently than once per month, on or before the date established in the Contract, Design-Builder shall submit for Owner's review and acceptance its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. The Design-Builder may, at the discretion of Owner's Project Manager, have Applications for Payments accompanied by legally effective partial releases or waivers of liens executed by all Subcontractors that performed services and suppliers of material or equipment for Design-Builder for services or supplies which were included in the previous Application for Payment, or, in the alternative, Consent of Surety to Partial Payment

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 The Owner's Project Manager may refuse to approve the whole or any part of any payment if in his opinion he is unable to represent to the Owner that the conditions precedent to the Design-Builder's belief being entitled to payment as set forth in this Article have been fulfilled. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

6.3.1.1 The Work is defective;

6.3.1.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof;

6.3.1.3 The Contract Amount has been reduced because of Change Order(s);

6.3.1.4 The Owner has been required to correct defective Work or complete the Work in accordance with Article 2.10 or

6.3.1.5 Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 2.7.6.

6.3.2 Reserved.

6.4 Reserved.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Contract, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2.6 a notarized affidavit on company letterhead that the Project was designed and constructed with asbestos free materials. Final payment shall be withheld until such statement is submitted. Design-Builder shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Design-Builder or any of its Subcontractors or agents, Design-Builder shall be liable for all costs related to the abatement of such asbestos and damages or claims against the Owner.

6.7.2.7 legally effective final releases or waivers of liens from the Design-Builder and all Subcontractors that performed services for the Design-Builder and all suppliers of material and/or equipment to the Design-Builder, pursuant to the Contract Documents,

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 The Design-Builder shall indemnify and hold harmless the Owner, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. The remedy provided to the Owner 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.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Contract.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance may be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate Design Builders), changes in the Work, Hazardous Conditions, a change in law, the pre-emption of materials or services by a governmental body in connection with a public emergency, wars or civil disturbance, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

Article 9

Changes to the Contract Price and Time

9.1 Contract Amount - The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County. Any claim for an increase in the Contract Amount shall be in writing and delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Amount shall be determined by the Project Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

9.1.1 A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:

- 9.1.1.1** The scope of the change in the Work;
- 9.1.1.2** The amount of the adjustment to the Contract Price; and
- 9.1.1.3** The extent of the adjustment to the Contract Time(s)

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 Proposals or Claims Substantiating Adjustments; Limitations:

- A. Contractor proposals or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.
- B. Where the change in Contract Amount arises from changes in the time required to perform any Work, or where a change in Contract Time is sought, the Contractor's itemized estimates shall detail all productivity and production data, and include an analysis of the Record Schedule demonstrating the schedule status just before and after the occurrence of events on which the request is based (thereby showing the extent of delay resulting from the event involved) and any measures taken or planned to mitigate the impacts.
- C. Neither the Contract Time nor Contract Amount shall be changed due to a delay in Contractor's early completion date until all the corresponding Contract Float available in the Record Schedule at the start of the delay is used and performance of the specified Work extends necessarily beyond that Contract Time.
- D. The Contractor shall not recover from the County (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Amount, (b) escalation costs for any part of the Work having Contract Float or not delayed beyond the late dates in the Record Schedule, or (c) delay costs not expressly allowed in General Conditions Articles 13 and 14 as supplemented.
- E. Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder or Owner may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that each party shall promptly inform the other party, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

9.4.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount shall be determined in one of the following ways:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the County or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.
- B. By mutual acceptance of a lump sum.
- C. By cost and mutually acceptable fixed amount for overhead and profit.
- D. If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing any of the above three methods, the value shall be determined by the County on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the County for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

9.4.1.1 Unit prices set forth in the Contract or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Contract; and

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 Methods for Determining Adjustments in Contract Amount:

- A. If the County directs the Contractor to proceed with the Work involved pursuant to actual out-of-pocket costs plus contractual allowances for overhead and profit and states a Not-to-exceed price, Contractor claims for costs, overhead or profit beyond the Not-to-exceed price shall be invalid, unless, prior to incurring those costs, overhead or profit Contractor provides written notice and County increases the Not-to-exceed price in writing..
- B. If payment for the Work involved is to be determined by a court of law, it is agreed by the Contractor that the actual out-of-pocket cost and overhead and profit method contained in the General and Supplemental Conditions shall represent an appropriate method for determining the cost and overhead and profit for the Work involved.
- C. In computing Cost of the Work involved in a Change Order or claim, costs shall be allowable only to the extent costs (a) are consistent with those prevailing in the Orlando Metropolitan Statistical Area (which includes Orange, Seminole, Lake and Osceola Counties) and with applicable criteria set forth in 48 CFR Part 31 (federal contract cost principles and procedures), (b) include only the appropriate items for labor, material or equipment, construction equipment and special cost items specified in General Conditions Articles 9.

9.4.2.1 In such case, the Contractor will submit in the form prescribed by the County an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the County. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

9.4.3 To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

Allowable labor costs shall be limited to craft labor (including foremen) in the direct employ of the Contractor (or Subcontractor) assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved in the Change Order or Claim.

When determining actual payroll costs, daily time sheets certified by the Contractor and verified by the Project Manager along with certified payroll records shall be the valid records.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category indicating, the applicable unit rates (i.e., \$'s per hour, \$'s per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.
- D. Special cost items (any out-of-pocket cost items not considered to be material, labor or construction equipment as set forth above including but not limited to small tools and expendables): Provide written documentation in the form of a detailed breakdown or itemization of the costs, fees, charges, hours, hourly rates, etc., to clarify, document and substantiate the basis and amount of the out-of-pocket cost. Special cost items due to the Work or a delay involved in a Change Order or Claim may include a proportion of the following indirect costs, to the extent those indirect costs increase or decrease on account of (a) the Cost of the Work involved for labor, Subcontractor or Supplier furnished materials or equipment, or (b) an extension in Contract Time as follows (provided that no cost shall be paid for holidays or weather days during the delay):
1. Payroll costs for the Contractor's full-time superintendent and payroll costs for other personnel in the employ of the Contractor resident (engaged in activities) at the site if those costs arise solely from an extension in Contract Time;
 2. Costs of small tools and expendables (less market value if not consumed) of items individually valued at less than \$1,000.00 that are not owned by the workers, if the Contractor provides an itemized list of items required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the direct labor costs, unless the Contractor furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the Work involved;
 3. Costs of office and temporary facilities at the site, including utilities, fuel and sanitary facilities, telephone and internet service at the site, materials, supplies, equipment, other minor expenses (e.g. expressage and petty cash), if those costs arise solely from an extension in Contract Time;
 4. Costs of consultants not in the direct employ of the Contractor, if those costs are or were authorized by the County before proceeding with the Work involved;
 5. Taxes on the Work involved, and for which the Contractor is liable; and royalty payments and charges and fees for permits, if any of them relate solely to the Work involved;
 6. Physical losses, damages and expenses to the Work, not compensated by property insurance, or otherwise to be sustained by the Contractor in the prosecution of the Work (except losses and damages within the deductible amounts of property insurance, if any), but only if the losses, damages and expenses result from the fault or negligence of the County, or

7. Bond premiums and insurance premiums not included as part of the indirect labor cost, if they relate solely to the Work involved.

E. Construction Equipment Costs:

1. For equipment owned by Contractor (or Subcontractor) or rented or leased from lessors associated with or owned by them, allowable costs shall be limited to equipment required for the Work involved in a Change Order or claim with individual replacement values exceeding \$1,000.00. Transportation, loading/unloading, installation, dismantling and removal costs shall be allowed only if prior written consent is obtained from the Project Manager, and if the equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed only if the equipment is not available in the Orlando Metropolitan Statistical Area. Contractor shall be entitled to ownership and operation costs of the equipment based on the Contractor’s normal accounting practices, but in no event shall equipment ownership or operation costs exceed the applicable hourly rates listed in the “Cost Reference Guide,” published by Prism Business Media. For multiple shifts, the equipment rate shall not exceed the shift Work adjustments recommended in the referenced Cost Guide.

Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work, and shall cease when the equipment is no longer needed for the Work involved.

2. For equipment rented or leased from lessors not associated with or owned by the Contractor (or Subcontractor), the Contractor shall be entitled to rental or lease rates, but in no event shall the rates or hourly operating costs exceed applicable rates in the Rental Rate “Blue Book” published by Prism Business Media. The equipment rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Hourly rates for equipment previously in use at the site for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to the County at rates higher than the following schedule correlating equipment usage to payment category:

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

3. Rented (or owned) equipment idled by actions of the County *for* reasons under the sole control of the County shall be paid as rented equipment (or as one-half of owned equipment), provided the idle period exceeds what is normal for such equipment and occurs during normal working hours.

When determining actual construction equipment costs, daily logs of the equipment, operators and actual usage, verified by the Project Manager, shall be the valid records.

9.4.4 With respect to the allowances for overhead and profit the following schedule shall be used in determining the total cost of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract price:

- A. For the Contractor, for Work (i.e., the cost of labor, materials and construction equipment as described above) performed by the Contractor's own forces; 15% of the cost.
- B. For the Contractor, for the Work performed by the Contractor's Subcontractor; 7 ½% of the amount due the Subcontractor.
- C. For each Subcontractor involved, for Work performed by that Subcontractor's own forces 7 ½% of the cost.
- D. For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor's 5% of the amount due the Sub-Subcontractor.
- E. Cost to which overhead and profit is to be applied shall be determined in accordance with provisions of this Article 13.
- F. The Cost of the Work involved in a Change Order or claim shall not include any of the following costs (considered administrative costs or contingencies covered by the overhead and profit):
 - 1. Payroll costs and other compensation of (a) executives, general and administrative managers, estimators, claim consultants, attorneys, accountants, labor relation coordinators, contract and subcontract administrators, purchasers, expeditors and other administrative staff, whether employed at the site or in the Contractor's (or Subcontractor's) principal or branch offices; and (b) project managers, construction managers, engineers, architects, schedulers, detailers, safety personnel, clerks and other administrative staff employed in his principal or branch offices;
 - 2. Costs in the preparation of Change Orders or claims (whether or not ultimately authorized by the County);
 - 3. Costs of engineers, architects, accountants, consultants, attorneys and others, in the direct employ of the Contractor or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work;
 - 4. Any part of the Contractor's capital expenses, including interest on capital for the Work involved, lost interest on unpaid retainage, and charges for delinquent payments;
 - 5. Any other expenses of the Contractor's principal and branch offices, including storage and yard facilities; and any costs not specifically and expressly allowed in General Conditions Articles 9 as supplemented.

If deemed necessary, the overhead and profit allowance schedule shown above may be adjusted by the Project Manger.

9.5 Cash Allowances - It is understood that the Contractor has included in the Contract Amount any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Suppliers or Subcontractors and for such sums within the limit of the allowances as the County may accept. Prior to final payment, the Contract Amount shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract amount includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Change of Contract Time - The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Project Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

9.6.1 The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the County; fires; floods; labor disputes; epidemics or acts of God.

9.6.2 All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected due to seasonal weather conditions.

9.6.3 Board approval, as applicable, shall be obtained

Claims as used in this provision apply after failure of the parties to agree to an adjustment as provided in Article 9, Change of Contract Amount and Contract Time.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the

absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Project Manager and Owner's Project Manager.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 Reserved.

10.3 Reserved.

10.4 Duty to Continue Performance

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 Consequential Damages

10.5.1 Notwithstanding anything herein to the contrary (except as set forth in Section 10.5.2 below), neither Design-Builder nor Owner shall be liable to the other for any consequential losses or damages, whether arising in Contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages, set forth in Article 5 of the Contract, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of work by Owner. However, no profit will be paid for Owner directed work stoppages. The Design-Builder shall take all appropriate steps to mitigate costs during the work stoppage, including relocation of equipment, manpower, and other resources to work on other projects.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work

exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

Article 12

Miscellaneous

12.1 Assignment

12.1.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 The laws of the State of Florida shall govern this Contract. 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.

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) If delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.9 Reserved

12.9.1 Reserved

12.9.1.1 Reserved

12.9.1.2 The “Request for Proposals” (Technical Proposal) issued by the Owner (as amended or supplemented by addenda), regarding the selection of a Design-Builder for the Project; and

12.9.1.3 The response to the Request for Proposals (Price Proposal) submitted by the Design-Builder.

12.9.2 Reserved

12.9.3 Reserved

12.9.4 Reserved

12.9.5 Reserved

12.9.6 Reserved

12.9.7 Reserved

12.9.8 Reserved.

12.9.9 Reserved

12.9.10 Reserved

12.9.11 Reserved

12.9.12 Prompt Payment: The Owner and the Design-Builder expressly agree that prompt payment should and must be made to all Subcontractors of all amounts due to them in connection with the Work. Therefore, the Design-Builder shall:

12.9.12.1 Incorporate a prompt payment assurance provision and payment schedule in all Contracts between the Design-Builder and all Subcontractors (including those with non-DBE status) stating that payment will be made to the Subcontractor within three working days of the Design-Builder's receipt of payment from the Owner, and to each Subcontractor within three working days of the Subcontractor's receipt of payment from the Design-Builder (and so forth). The Design-Builder shall pay each Subcontractor, and shall cause payment to be made to each Subcontractor, for all Work covered under an invoice within the three-working day time frame.

12.10 Public Entity Crimes Statement: Pursuant to Section 287.133, Florida Statutes, Design-Builder is not in violation of the following statutory provision which is incorporated into this Contract: "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 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 public entity, may not be awarded or perform work as a Design Builder, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

12.11 Indemnification for Tort Actions/Limitation of Liability: The provisions of Florida Statute 768.28 applicable to Owner 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 Owner acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

12.11.1 No officer, employee or agent of the owner 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 or damage suffered as a result of any act, event, or failure to act.

12.11.2 The Owner 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.

12.12 Truth In Negotiation Certificate: The Design-Builder hereby certifies, 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 significant sums where the Owner determines the Contract price was increased due to inaccurate, incomplete or non-current wages and other factual unit costs.

12.12.1 All such Contract adjustments shall be made within one year following the end of the Contract. For the purpose of this paragraph, the end of the Contract shall be deemed to be the date of the final acceptance of the work done by the Owner. Records of costs incurred under terms of this Contract shall be maintained and made available to the Owner to examine, audit,

make transcript there from or copies thereof, during the period of this Contract and for one year after final payment is made.

12.13 In executing this Contract, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

12.14 Reserved.

Article 13

Truth in Negotiation and Maintenance and Examination of Records

13.1 The Design Builder 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.

13.2 The Design Builder shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Design Builder 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.

13.3 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.

13.4 Design Builder'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 Design Builder records which may have a bearing on matters of interest to the County in connection with the Design Builder'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:

- a) Design Builder compliance with contract requirements; or
- b) Compliance with provisions for pricing change orders; or
- c) Compliance with provisions for pricing invoices; or
- e) Compliance with provisions regarding pricing of claims submitted by the Design Builder or his payees; or Compliance with the County's business ethics; or
- f) Compliance with applicable state statutes and County Ordinances and regulations.

13.5 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 Design Builder's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Design Builder 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.

13.6 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.

13.7 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 Design Builder as concerns the aforesaid records and documentation.

13.8 Records and documentation shall be made accessible at the Design Builder's local place of business. If the records are unavailable locally, it shall be the Design Builder's responsibility to insure that all required records are provided at the Design Builder'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.

13.9 Design Builder shall require all payees (examples of payees include sub Design Builders, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Design Builder and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Design Builders and Sub-sub Design Builders, material suppliers, etc.

13.9.1 Design Builder shall cooperate fully and shall cause all aforementioned parties and all of Design Builder's sub Design Builders (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.

13.10 The County's authorized representatives or designees shall have reasonable access to the Design Builder'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.

13.11 Even after a change order proposal has been approved, Design Builder 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 Design Builders and/or sub Design Builders and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

13.12 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 Design Builder 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 Design Builder. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Design Builder'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 Design Builder.

ARTICLE 14

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 the Design Builder against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Design Builder 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 Design Builder believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Design Builder."

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 Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Design Builder. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Design Builder's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Design Builder 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 Purchasing and Contracts.

REQUIRED FORMS AND TECHNICAL PROPOSAL

Y12-803-CH

DESIGN-BUILD SERVICES FOR DESIGN BUILD SERVICES FOR ORANGE COUNTY

TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2

FINANCIAL PROJECT NUMBER: 430027-1-58-01

FEDERAL AID PROJECT NUMBER: 8886-007-A

DUE 2:00 P.M. – November 10, 2011

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 W-9 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: _____

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

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 and qualifications, etc.

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

TECHNICAL PROPOSAL

EVALUATION CRITERIA

SECTION TABS

Criteria

Project Understanding,
Approach and Preliminary Design

Project Schedule

Value Engineering

Quality Control (Design and Construction)

Coordination (Utilities and Agencies)

RFP NO. Y12-803-CH

OFFICIAL PRICE PROPOSAL FORM

**FOR DESIGN/BUILD SERVICES FOR DESGIN BUILD SERVICES FOR ORANGE COUNTY
TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2
FINANCIAL PROJECT NUMBER: 430027-1-58-01
FEDERAL AID PROJECT NUMBER: 8886-007-A**

Mail or Hand Deliver

ORIGINAL PRICE PROPOSAL FORM AND THREE COMPLETE COPIES

by 2:00 PM – November 10, 2011

To:

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
PURCHASING AND CONTRACTS DIVISION
ORANGE COUNTY INTERNAL OPERATIONS CENTRE, II
400 EAST SOUTH STREET
ORLANDO, FLORIDA 32801**

Anticipated Price Proposal Opening:

**PROCUREMENT COMMITTEE MEETING
November 16, 2011
THE MEETING COMMENCES AT 1:30 P.M.**

**ORANGE COUNTY INTERNAL OPERATIONS CENTRE, II
2nd Floor Conference Room
400 East South Street
Orlando, Florida 32801**

COMPANY NAME: _____

COMPLETE MAILING ADDRESS: _____

CITY:_____, **COUNTY:**_____, **STATE:**_____, **ZIP CODE:**_____

TELEPHONE NUMBER:_____ **& FAX NUMBER:**_____

CONTACT PERSON NAME:_____

CONTACT E-MAIL ADDRESS:_____

FORM B

**Board of County Commissioners
Orange County, Florida**

The Undersigned, hereinafter called "Proposer", having visited the site of the proposed project and familiarized himself/herself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, Scope of Work, General Conditions, Supplementary Conditions, Design Criteria Package and other Contract Documents, and with the Bond requirements herein, proposes to furnish all design, management, labor, materials, equipment and other items, facilities and services for the proper execution and completion of **DESIGN/BUILD SERVICES FOR DESGIN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2 - FINANCIAL PROJECT NUMBER: 430027-1-58-01 FEDERAL AID PROJECT NUMBER: 8886-007-A**, in full accordance with the Design Criteria, Scope of Services, drawings and specifications prepared in accordance with Contract Documents and, if awarded the contract, to complete the said work within the proposed project schedule for the following Lump Sum Price.

LUMP SUM BID AMOUNT: \$ _____ **DOLLARS**

(\$ _____)
(In Words)

In the event the Contract is awarded to this Proposer, he/she will enter into a formal written agreement with the County in accordance with the accepted Price Proposal within ten (10) calendar days after said contract is submitted to him and will furnish to the County a Contract Performance Bond & Payment Bond with good and sufficient sureties, satisfactory to the County, in the amount of 100% of the accepted or negotiated price proposal, including design and management services. The Proposer further agrees that in the event of the Proposer's default or breach of any of the agreements of this Proposal, the Proposal Security shall be forfeited as liquidated damages.

THE PROPOSER HEREBY AGREES THAT THERE IS ATTACHED:

- | | | |
|-----|--|-----------------|
| 1. | Non-Collusion Affidavit, Attachment A | Yes ___ |
| 2. | Required Disclosure, Attachment B | Yes ___ |
| 3. | Employment Data, Attachment C-1 | Yes ___ |
| 4. | Project Team (Team Composition), Attachment C-4 | Yes ___ |
| 5. | Trench Safety Act Form, Attachment D | Yes ___ N/A ___ |
| 6. | Proposal Bond or Cashiers Check, Exhibit 1
(10% of Base Price Proposal) | Yes ___ |
| 7. | Ten (10) Complete <u>copies</u> of this Price Proposal
Form with <u>all</u> attachments | Yes ___ |
| 8. | Project Expenditure Report, Form N | Yes ___ |
| 9. | Relationship Disclosure, Form O | Yes ___ |
| 10. | E-Verification Certification, Form P | Yes ___ |
| 11. | W-9 | Yes ___ |

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 the Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance and qualifications, etc:

Addendum No. ___ Dated _____

Addendum No. ___ Dated _____

Addendum No. ___ Dated _____

Addendum No. ___ Dated _____

If awarded this Design/Build Contract, the Proposer agrees to complete the Work covered by this Contract as follows:

Work shall start at the Project site within fourteen (14) days of the effective date of the Notice to Proceed.

Substantial and Final Completion shall be accomplished in accordance submitted Project schedule.

Should the Successful Proposer fail to complete work as specified, the liquidated damage clause will apply (**Contract**).

The Proposer hereby agrees that the County reserves the right to waive informalities in any price proposal and to reject any or all Price Proposals, or to accept any Price Proposal that in its judgment will be in the best interest of the County.

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD
CERTIFICATION:**

(NAME OF HOLDER)

(CERTIFICATE NO.)

(SIGNATURE OF PROPOSER)

(CERTIFICATE EXPIRATION DATE)_____

(NAME TYPED)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

Name _____ Title _____

Telephone Number with area code : _____

Name _____ Title _____

Telephone Number with area code : _____

In witness whereof, the Proposer has hereunto set his signature and affixed his seal this day of _____, A.D. 20 ____.

BY: _____
(Signature)

TITLE: _____

PRINT NAME: _____

FEDERAL I.D. #: _____

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Orange County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of, _____
_____ (Name of Corporation, Partnership, Individual, etc.), a _____, formed under the laws of _____ for which he is _____ (Sole Owner, partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly indirectly with any Proposer or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ___ day of _____, 20__.

Notary Public

(SEAL)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

REQUIRED DISCLOSURE

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Proposer, 2) any business entity related to or affiliated with Proposer, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity that is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

PROPOSER

RFP Number & Title: _____

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

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

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

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

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

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

Form Completed by _____ Name/Title (Printed or Typed)

Signature

Form Approved by _____ Name/Title (Printed or Typed)

Signature

PROJECT TEAM

RFP Project Number Y12-803-CH
TEAM

NAME: _____

Federal I.D. Number _____ Is Prime Consultant a certified DBE Firm Yes _____ No _____				
<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Manager				
Other Key Member ()				
Other Key Member ()				
<u>SUB-CONSULTANT</u> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which	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 ()				

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

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Design Builder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Total Estimated Base Bid or Lump Sum Bid. For informational purposes only, the Design Builder is required to further identify these costs in the summary below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNIT OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A) _____	_____	_____	\$_____	\$_____
B) _____	_____	_____	\$_____	\$_____
C) _____	_____	_____	\$_____	\$_____
D) _____	_____	_____	\$_____	\$_____
			TOTAL	\$_____

SIGNED: _____

TITLE: _____

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

PROPOSAL BOND

BOND NUMBER _____

STATE OF FLORIDA)
SS
COUNTY OF ORANGE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal,
and _____, as SURETY, are held firmly bound unto
Orange County, Florida, in the penal sum of: \$ _____
_____ Dollars (Ten percent {10% } of base price proposal if no amount entered)
(Total Sum Written in Words)

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached
Price Proposal, dated the _____ day of _____, 20__, for a Contract entitled: **RFP Y12-803-CH,
DESIGN-BUILD SERVICES FOR DESGIN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC
MANAGEMENT SYSTEM (ATMS) PHASE 2 - 430027-1-58-01 FEDERAL AID PROJECT NUMBER:
8886-007-A.**

NOW THEREFORE, if the Principal shall withdraw said Price Proposal prior to the date of opening the same, or
shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract
with Orange County, Florida, in accordance with the Price Proposal as accepted, and give a Performance Bond and a
Payment Bond with good and sufficient SURETY or sureties as may be required, for the faithful performance and
proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection
therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if
the Principal shall pay the County the difference between the amount specified in said Price Proposal and the amount
for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the
former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this the
_____ day of _____, 20__, the name and corporate seal of each corporate party being affixed and these
presents duly signed by its undersigned, pursuant to authority of its governing body.

DESIGN-BUILDER-PRINCIPAL:

SURETY:

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE

SIGNATURE: SURETY AGENT

(SEAL)

(SEAL)

TYPE NAME AND TITLE

TYPE NAME AND TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE

TELEPHONE

Licensed Florida Insurance Agent? [] Yes

[] No

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as SURETY, and that he has been authorized by said SURETY to execute the foregoing Proposal Bond on behalf of the Principal (DESIGN-BUILDER) named therein in favor of the OWNER.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned firm has no potential conflicts 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

- [] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

NAME (PRINT OR TYPE): _____

TITLE: _____

Failure to check the appropriate blocks above may result in disqualification of your SOQ. 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 SOQ.

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 that comprise the joint venture: _____

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

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

2. Identify any M/WBE partners (if applicable) and indicate the claimed percentage of ownership

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

(a) Financial decisions: _____

(b) Management decisions, such as: _____

(1) Estimating: _____

- (2) Marketing and sales: _____

- (3) Hiring and firing of management personnel: _____

- (4) Purchasing of major items or supplies: _____

- (c) Supervision of field operations: _____

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

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

AFFIDAVIT

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

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date _____

State of _____

County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, or who produced identification _____(tupe of ID) 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, or who produced identification _____(type of ID) 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 Proposer, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

Name of Business

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

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

Proposer's Signature: _____

Date: _____

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM
(ATMS) PHASE 2**

Case or Bid No. **Y12-803-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

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM
(ATMS) PHASE 2**

Case or Bid No. **Y12-803**

Company Name: _____

**Part II
Expenditures:**

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

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

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

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

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

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

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM
(ATMS) PHASE 2**

Case or Bid No. **Y12-803**

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 **Y12-803-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 Purchasing and Contracts 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

Company Name: _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-803-CH**

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-803-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. Y12-803-CH, DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2, 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 3-1-11

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 venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Purchasing and Contracts 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 Purchasing and Contracts 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 Y12-803-CH DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT SYSTEM (ATMS) PHASE 2

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

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above named consultant:

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

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Consultant acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

VERIFICATION OF BONDING CAPACITY LETTER FROM SURETY

Provide verification of available bonding capacity by submittal of a letter with the proposal so stating from the Proposer's surety, accompanied by an effectively dated Power of Attorney.

VERIFICATION OF BONDING CAPACITY LETTER FROM SURETY

REQUEST FOR PROPOSALS

FOR

**DESIGN BUILD SERVICES FOR ORANGE COUNTY TRAFFIC MANAGEMENT
SYSTEM (ATMS) PHASE 2**

Financial Project Number(s): 430027-1-58-01

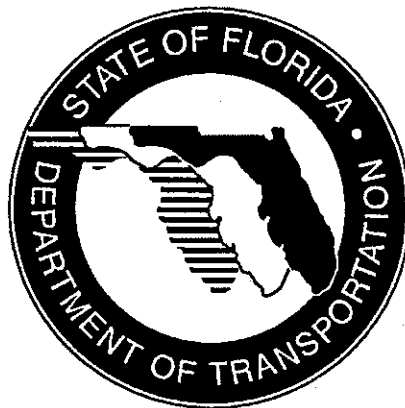
Federal Aid Project Number(s): 8886-007-A

RFP #Y12-803-CH

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP)
FEDERAL REQUIREMENTS**

VOLUME III

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



LOCAL AGENCY PROGRAM (LAP)
FEDERAL REQUIREMENTS

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SECTION 1

Executive Order 11246

Equal Employment Opportunity

Provided for LAP Checklist Requirement # 10

Executive Order 11246 - Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting

forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as

a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with

supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204. The Secretary of Labor may, when he/she deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government

contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

- (1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- (2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- (3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- (4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- (5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- (6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out

personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and

employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to

refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law

enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this

Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations

of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations,

orders, instructions, designations, and other directives issued by the President's Committee on Equal

Employment Opportunity and those issued by the heads of various departments or agencies under or

pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are

not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

SECTION 2

FHWA Form 1273

Provided for LAP Checklist Requirement # 15

REQUIREMENTS FOR FEDERAL JOBS – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 Electronic version, dated March 10, 1994 is posted on the Department's website at the following URL address www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/df1273.pdf. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273 and certify monthly compliance with the EEO provisions of FHWA-1273 (Section II. Nondiscrimination and Section III. Non-segregated Facilities).

In addition to the requirements of FHWA-1273, Section V, No. 2(b), include gender and race in the weekly annotated payroll records.

Federal Regulations (29 CFR 3.5) states that Social Security numbers and addresses of employees shall not be included on submitted payrolls for contracts let after January 18, 2009. In lieu of a Social Security number, an employee identifying number must be listed. The employer may use the last four digits of the Social Security number or another assigned number as the employee identifying number.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION
CONTRACTS**

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Payment of Predetermined Minimum Wage

V. Statements and Payrolls

VI. Record of Materials, Supplies, and Labor

VII. Subletting or Assigning the Contract

VIII. Safety: Accident Prevention

IX. False Statements Concerning Highway Projects

X. Implementation of Clean Air Act and Federal Water Pollution Control Act

XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion

XII. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time

the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the

contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under

paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible; that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification

contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and

such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

SECTION 3

FDOT Specifications

Section 4.1-4.3

Provided for LAP Checklist Requirements # 11 & 29

SECTION 4 SCOPE OF THE WORK

4-1 Intent of Contract.

The intent of the Contract is to provide for the construction and completion in every detail of the work described in the Contract. Furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

4-2 Work not covered by Standard Specifications.

Proposed construction and any contractual requirements not covered by these Standard Specifications may be covered by Contract plan notes or by Supplemental Specifications or Special Provisions for the Contract, and all requirements of such Supplemental Specifications or Special Provisions shall be considered as a part of these Specifications.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

- (A) The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- (B) A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 4-3.2, below.

In the instance of (A) above, the determination by the Engineer shall be conclusive and shall not subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar

days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) **Labor and Burden:** The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate

FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- (2) Actual Rate for items listed in Table 4-3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

Adjustment Factors x 100%. (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x

Cost x 100%. (2) Allowable Hourly Operating Cost = Hourly Operating

Rate + Allowable Hourly Operating Cost. (3) Allowable Rate Per Hour = Allowable Hourly Equipment

Rate x 50%. (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments.

Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up of 17.5% on the payments in (a) through (c), above.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused

solely by the Department is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when cumulatively totaled together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, and days granted for performing additional work.

4-3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 4-3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.

The Contractor shall require the subcontractor to provide a certification, in accordance with 4-3.2.1 (a), as part of the cost proposal and provide such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the plans and specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans and specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance

with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated on the plans, the Engineer will provide direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has provided the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

4-3.9 Value Engineering Incentive:

4-3.9.1 Intent and Objective:

(1) This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

(2) The Department will consider VECPs that would result in net savings to the Department by providing a decrease in the cost of the Contract. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting VECPs when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a VECP.

(3) The Department reserves the right to reject at its discretion any VECP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. The Department will not allow the substitution of another design alternate, on which the Contractor could have bid, that is detailed in the plans for the one on which the Contractor has bid, under this Subarticle. Pending the Department's execution of a formal supplemental agreement implementing an approved VECP, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department will not grant any time extensions to allow for the time required to review a VECP.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of VECPs from subcontractors. However, it is not mandatory to submit VECPs to the Department or to accept or transmit subcontractor proposed VECPs to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each VECP:

(1) a description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages.

(2) separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers on the Master Pay Item list. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

(3) an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the VECP if the Department adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

(4) engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the VECP with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the VECP with prints of drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be provided clearly delineating the responsibility of the Contractor's Engineer of Record.

(5) the date by which the Department must approve the VECP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

(6) a revised project schedule that would be followed upon approval of the VECP. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit two copies of each VECP to the Engineer or his duly authorized representative. The Department will process VECPs expeditiously; however, the Department is not liable for any delay in acting upon a VECP submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a VECP not accepted by the Department within the period specified in the VECP. The Department is not liable for any VECP development cost in the case where the Department rejects or the Contractor withdraws a VECP.

The Engineer is the sole judge of the acceptability of a VECP and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a VECP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the Department will determine the Contractor's fair share upon the basis of the VECP as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the VECP from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the VECP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the VECP design.

4-3.9.5 Computations for Change in Contract Cost of Performance: The Department will not pay for the Contractor's VECP development and implementation costs. If the VECP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the VECP.

The Department will not include its costs to process and implement a VECP in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a VECP as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A VECP that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge plans shall be reviewed by a single independent engineering firm (the independent Engineer) not involved in the VECP design, pre-qualified in accordance with Chapter 14-75, to assure that the design is in compliance with all Department requirements. The independent Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The independent Engineer shall sign and seal a cover letter stating that all of the independent Engineer's comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the independent Engineer shall specifically list all unresolved issues in the signed and sealed cover letter. Peer review will be funded by the Contractor.

Contractor shall designate a primary engineer responsible for the VECP design and as such will be designated as the Contractor's Engineer of Record for the VECP design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for the entire structure.

The Contractor shall have all permanent engineering work affected by the VECP, peer reviewed by an independent engineer other than the engineer initially performing the work. Engineering work includes but is not limited to: requests for acceptance for noncompliant work, repair procedures, shop drawing review, or design and review of activities affecting public safety. If the Specialty Engineer and Contractor's Engineer of Record are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the Engineer. If the Specialty Engineer and Contractor's Engineer of Record are the same entity, the Specialty Engineer/Contractor's Engineer of Record will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/Contractor's Engineer of Record will check and certify the work of the independent firm as being complete and correct prior to submittal to the Engineer.

New designs shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a VECP, the Contractor may be entitled to share in construction savings to the full extent provided for in this Subarticle. The Contractor shall receive 50% of the net reduction in the cost of performance of the Contract due to an approved VECP as determined by the final negotiated agreement between the Contractor and the Department.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a VECP:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's VECP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's VECP development, have or may have that are in whole or in part implicated in the VECP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the VECP that are already on the Department's QPL or design standard indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a VECP: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a VECP, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such VECP on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities,

other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the VECP acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

SCOPE OF THE WORK.

(REV 7-19-10) (FA 9-20-10) (7-11)

SUBARTICLE 4-3.1 is deleted and the following substituted:

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

- (a) The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- (b) A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (a) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

SUBARTICLE 4-3.9 is deleted and the following substituted:

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

(1) This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

(2) The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features.

However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal.

(3) The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

(4) For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

(1) a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

(2) separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

(3) an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

(4) engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with prints of drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be provided clearly delineating the responsibility of the Contractor's Engineer of Record.

(5) the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

(6) a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit two copies of each Proposal to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the

Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter. The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractor's Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as

determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal.

Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's QPL or design standard indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

SECTION 4
FDOT Specifications
Section 5.12

Provided for LAP Checklist Requirement # 29

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall notify the Engineer in writing of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such notification is not given and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the

Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(c), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
- (b) The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of materials and supplies;
 - (3) a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;

(5) any additional indirect costs or damages and all documentation in support thereof.

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim within 90 or 120 days, respectively, after receipt of a complete claim in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility

conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After giving the Engineer notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide the Engineer a copy of the Contractor's daily records and be likewise entitled to receive a copy of the Department's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

- a. Loss of profit, incentives or bonuses;
- b. Any claim for other than extra work or delay;
- c. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
- d. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
- e. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to the Department, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request for copies provide copies at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;

10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

005 CONTROL OF THE WORK
(REV 6-16-10) (FA 7-29-10) (1-11)

SUBARTICLE 5-12.2.2 is deleted and the following substituted:

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(a) and (c), and then only to the extent the Contractor could not reasonably mitigate such idleness.

SUBARTICLE 5-12.6.2 is deleted and the following substituted:

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

SECTION 5

FDOT Specifications

Section 6.5.1 - 6.5.2

Provided for LAP Checklist Requirements # 3, 12, 25

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison or,
2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply—Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

SECTION 6

FDOT Special Provision 7.16 &

Davis-Bacon Wage Tables

Provided for LAP Checklist Requirement # 23

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES
FOR FEDERAL-AID PROJECTS.**

(REV 12-21-09) (FA 12-28-09) (7-10)

ARTICLE 7-16 (Page 72) is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL20100328, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Wage Rate Coordinator at (850) 414-4492 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL100328 07/01/2011 FL328

Superseded General Decision Number: FL20080328

State: Florida

Construction Type: Highway

County: Orange County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	08/06/2010
2	04/08/2011
3	07/01/2011

* ELECO606-004 07/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	8.60

SUFL2009-225 08/05/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.13	0.99
CEMENT MASON/CONCRETE FINISHER...	\$ 12.85	2.03
FORM WORKER.....	\$ 11.32	2.90
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.31	0.00
IRONWORKER, REINFORCING.....	\$ 14.50	1.37
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Raker.....	\$ 10.73	0.00
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.10	1.54
LABORER: Flagger.....	\$ 8.58	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 9.77	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender -		

Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.65	2.01
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 11.23	1.96
OPERATOR: Asphalt Paver.....	\$ 12.04	0.00
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.38	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 15.33	0.97
OPERATOR: Backhoe/Excavator.....	\$ 13.37	1.75
OPERATOR: Boom.....	\$ 16.51	0.00
OPERATOR: Bulldozer.....	\$ 12.80	2.00
OPERATOR: Crane.....	\$ 17.25	1.91
OPERATOR: Distributor.....	\$ 11.43	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 11.80	1.66
OPERATOR: Loader.....	\$ 11.88	1.74
OPERATOR: Mechanic.....	\$ 15.50	0.00
OPERATOR: Milling Machine.....	\$ 11.96	0.00
OPERATOR: Oiler.....	\$ 13.17	0.76
OPERATOR: Paver.....	\$ 12.14	0.77
OPERATOR: Piledriver.....	\$ 12.94	1.91
OPERATOR: Roller.....	\$ 10.74	0.00
OPERATOR: Scraper.....	\$ 11.50	1.13
OPERATOR: Screed.....	\$ 11.18	0.00
OPERATOR: Tractor.....	\$ 11.04	1.85
OPERATOR: Trencher.....	\$ 13.41	0.49
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER: 10 Yard Haul Away Truck.....	\$ 12.50	0.00

TRUCK DRIVER: 3 Axle Truck.....\$ 10.78	0.98
TRUCK DRIVER: 4 Axle Truck.....\$ 11.01	1.60
TRUCK DRIVER: Distributor.....\$ 13.33	2.52
TRUCK DRIVER: Dump Truck.....\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 11.18	0.00
TRUCK DRIVER: Material Truck....\$ 12.76	9.80
TRUCK DRIVER: Single Axle Truck.....\$ 10.18	0.00
TRUCK DRIVER: Tractor Haul Truck.....\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....\$ 10.50	0.00
TRUCK DRIVER.....\$ 9.75	1.52

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 7

Suspension & Debarment, Non-Collusion, & Lobbying Certification

Provided for LAP Checklist Requirement # 7, 18, 20

LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the CITY in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
 - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
 - d. has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the CITY.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

12. The Bidder certifies that no Federally appropriated funds have been paid, or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

Company Name

Authorized Signature

Printed Name

Date

SECTION 8

FDOT Disadvantaged Business Enterprise Program

Provided for LAP Checklist Requirement # 8

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts**; however, the Department has an overall 8.18% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

If you have any questions regarding this information, please contact the Equal Opportunity Office at (850) 414-4747.

DBE Reporting

If you are the prime contractor on a project, complete the attached Anticipated DBE Participation Statement and submit the information at the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to **all** subcontractors through the web-based Equal Opportunity Reporting System (EORS), BizWeb.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions concerning the completion or submission of this information, contact the FDOT EOO at (850) 414-4747.

Bid Opportunity List

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

A form is included to record bidders' information for **ALL** subcontractors or sub-consultants who quoted to you for specific projects for this letting.

If a contractor quoted to you for more than one project you only need list that contractor once. If you have submitted a bidder's list to the Department previously, you need only list new companies who have quoted to you or requested to be on specific projects. If you do not know the answers to numbers 2, 3, 4, or 5 you may leave them blank and the Department will complete them. This information should be returned with your bid package or proposal package or submitted to the Equal Opportunity Office within three days of your submission. It can be mailed or faxed.

Please reply to: **Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
(850) 414-4747
(850) 414-4879**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT ('ADBEPS')
LOCAL AGENCY PROGRAM

275-030-12
 EQUAL OPPORTUNITY OFFICE
 03/11

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMT (\$)	3. LOCAL AGENCY'S CONTRACT # WITH PRIME	4. LOCAL AGENCY NAME
5. PRIME CONTRACTOR'S NAME			6. FEID NUMBER OF PRIME CONTRACTOR
7. CONTRACT DOLLAR AMOUNT WITH PRIME			8. FEID NUMBER OF LOCAL AGENCY
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO		10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> OTHER? _____	
11. IS THIS AN ADBEPS REVISION? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, revision number _____			

12. ANTICIPATED DBE SUBCONTRACTS

	DBE SUBCONTRACTOR OR SUPPLIER COMPANY NAME AND FEID NUMBER	TYPE OF WORK AND FDOT SPECIALTY CODE(S)	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A	NAME: FEID:	WORK: SPEC CODE:		
B	NAME: FEID:	WORK: SPEC CODE:		
C	NAME: FEID:	WORK: SPEC CODE:		
D	NAME: FEID:	WORK: SPEC CODE:		
E	NAME: FEID:	WORK: SPEC CODE:		
			12F TOTAL DOLLARS TO DBE'S \$0.00	12G TOTAL PERCENT OF CONTRACT 0.00%

SECTION TO BE FILLED BY PRIME CONTRACTOR

13. NAME OF SUBMITTER	14. DATE	15. TITLE OF SUBMITTER
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER		17. FAX NUMBER
		18. PHONE NUMBER

SECTION TO BE FILLED BY LOCAL AGENCY

19. SUBMITTED BY	20. DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER		23. FAX NUMBER
		24. PHONE NUMBER

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT LAP USE

DISTRICT	LAP NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRE-CONSTRUCTION CONFERENCE DATE

Equal Opportunity Reporting System Information

To comply with changes in the Disadvantaged Business Enterprise (DBE) Program, the Department is collecting both actual payments made to subcontractors and sub-consultants, and DBE commitment amounts. Actual payments will be collected through the web-based Equal Opportunity Reporting System (EORS) and commitments will be collected through the Anticipated DBE Participation Statements.

It is extremely important that you continue to submit the Anticipated DBE Participation Statement at the pre-construction conference for all federal and state funded projects. This primary information is used by the State and Federal Government to evaluate our performance in the DBE Program.

In addition, for federal and state funded projects, you must also report actual payments in the Equal Opportunity Reporting System. Revisions were made to the specifications beginning with the October 2000 letting that states in section 9-6.7:

The Contractor is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at www.dot.state.fl.us, actual payments, retainage, minority status, and the work type of all subcontractors and suppliers.

Since the specifications were revised, we have made some additional modifications to ease the burden on the contractor. We will pursue making the permanent modifications to the specifications. In the interim, each month you must report actual payments to all DBE subcontractors, sub-consultants and suppliers. Payments to all non-DBE subcontractors and sub-consultants will need to be reported either monthly or at the end of the project. Payments to non-DBE suppliers need not be reported at all. This information can be submitted in hard copy form, if necessary.

Instructions for accessing the EORS are included. If you have any questions, please contact the Equal Opportunity Office at (850) 414-4747.

INSTRUCTIONS FOR ACCESSING THE EQUAL OPPORTUNITY REPORTING SYSTEM

Purpose

The Florida Department of Transportation, Equal Opportunity Office has been charged with requirements of reporting Disadvantaged Business Enterprise Information to the U.S. Department of Transportation, Federal Highway Administration (FHWA) according to the new 49 Code of Federal Regulations Part 26. The Equal Opportunity Reporting system was developed as a solution to collect this information.

Objective

The Equal Opportunity Reporting system will collect information of actual payments and retainage paid to the Prime Consultant/Contractor by the Department of Transportation and the Prime Consultant/Contractor's actual payments and retainage paid to their subs and suppliers, by the type of work they performed. The reporting of this information will be performed by the Prime on a monthly basis for an invoice or estimate number per contract.

To establish access to the new Equal Opportunity Reporting System (BizWeb),
contact Business Innovations Plus toll-free at 1-877-249-8725.
The site location is <http://www.bipincwebapps.com/bizwebflorida/>

INSTRUCTIONS FOR COMPLETING DBE/AA PLAN

NOTE: THE DBE/AA PLAN MUST BE APPROVED BY THE EQUAL OPPORTUNITY OFFICE AND COMPLETED IN ACCORDANCE WITH CHAPTER 14-78, FLORIDA ADMINISTRATIVE CODE

DBE/AA PLANS

DBE/AA Plans must be submitted by the prime contractor, be submitted on company letterhead (first page only), signed by a company official, dated and contain all elements of an effective DBE/AA Plan (sample enclosed).

Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President.

DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

MAIL PLANS TO:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450

Questions concerning the DBE/AA Plan may be directed to the Contract Compliance Section by calling (850) 414-4747.

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of _____ that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the **opportunity** to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and _____ Subcontractors and/or suppliers to _____ will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

_____, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

_____, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

_____, has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout _____ and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

X _____, President

X _____
Date

I. DESIGNATION OF LIAISON OFFICER

_____ will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

(Liaison Officer's Name)
(Your Company's Name)
(Your Company's Address)
(Phone Number for Liaison Officer)
(Enter FEIN or Tax Id Number)

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, _____ has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of _____ to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. _____ will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

_____ understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, _____ will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

_____ shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. **The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.**

V. DBE DIRECTORY

_____ will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

275-030-11
EQUAL OPPORTUNITY OFFICE
03/11
Page 8 of 8

Please complete and mail or fax to:
Equal Opportunity Office
605 Suwannee St., MS 65
Tallahassee, FL 32399-0450
TELEPHONE: (850) 414-4747
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Bid/Proposal Number: _____

Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

5. Year Firm Established: _____

SECTION 9

FDOT Special Provisions

Disadvantaged Business Enterprise Program

Provided for LAP Checklist Requirement # 8

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

(REV 11-24-10) (FA 1-21-11) (7-11)

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

(c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity

Reporting System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- (a) the procedures adopted to comply with these Specifications;
- (b) the number of subordinated Contracts on Department projects awarded to DBEs;
- (c) the dollar value of the Contracts awarded to DBEs;
- (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e) a description of the general categories of Contracts awarded to DBEs; and
- (f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

(a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

(b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

(c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

(e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.

(f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating

price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(i) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

SECTION 10

FDOT Special Provisions

E-Verify

Provided for LAP Checklist Requirement # 35

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 1-19-11) (2-11)**

SECTION 7 (Pages 56 – 80) is expanded by the following new Article:

7-28 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

SECTION 11

LOCAL AGENCY PROGRAM (LAP)

SPECIFICATIONS GUIDELINES

DESIGN-BUILD ON-SYSTEM PROJECTS

**Local Agency Program (LAP)
Specifications Guidelines
Design- Build On-System Projects
(10-20-10)**

Specifications to be included from the Standard Specifications for Road and Bridge Construction for any Local Agency Program Design-Build On-System project:

Certain parts of FDOT Standard Specifications Division I closely related to Division II and Division III specifications must be included in any Local Agency Program Design-Build On-System project. As a result, the following language is **REQUIRED** to be included directly into the contracting LAP Agency specifications on all Design-Build On-System LAP Projects.

NOTE: The numbering of the articles and subarticles below is the same used in the FDOT Division I specifications for consistency with cross references from FDOT Divisions II and III specifications.

Section 1 – Definitions and Terms

Adjusted Score-Design/Build.

A Design/Build Contract on which the Contract award is based on the lowest adjusted score.

Bid Proposal.

Bid Proposal means a separate technical proposal and a sealed price proposal submitted by each Design-Build Firm.

Contract Documents.

The term "Contract Documents" includes: Advertisement, Request for Proposal (RFP), the Design and Construction Criteria Package, the Technical and Price Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Design Liability Insurance, Specifications, plans (including revisions thereto issued during construction), Addenda, written statements or transcripts or minutes of oral representation by Design-Build Firm made at oral presentations, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders, and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of Contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplemental agreements. As used in Section 2 only, Contract Documents do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

Contractor.

The individual, firm, joint venture, or company contracting with the Department to perform the work. The word "Contractor" is also deemed to include a Design-Build Firm contracting with the Department for performance of work, including all engineering services and furnishing of materials.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the plans.

Design and Construction Criteria Package (DCC).

Criteria for Contractor Prepared Design, Project Concept Report, Scope of Work and Service, and all other documents attached thereto; and which, together set forth the criteria for work to be provided to complete this Contract.

Design-Build (D-B).

Design-Build means combining the project's design and construction phases, and in some cases construction engineering and inspection, into a single Contract.

Design-Build Firm.

Design-Build Firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and construction contracting, as appropriate, in the State of Florida.

Engineer of Record (EOR).

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept the project, performs the analysis, and is responsible for the preparation of the Contract Documents. The Engineer of Record shall be a part of the Design Build Firm.

Low Bid Design Build.

A Design/Build Contract on which the Contract award is based on the lowest responsive bid.

Proposal.

Technical Proposal: The bidder's submittal in response to the technical requirements set forth in the Department's Request for Proposal.

Price Proposal: The bidder's submittal, on the prescribed form, in response to the price requirements set forth in the Department's Request for Proposal.

Request for Proposal. (RFP)

The package to be provided to the short-listed design-build firms in the adjusted score design-build method and to those design-build firms requesting a RFP in the low bid design-build method. The RFP defines all functions and responsibilities by the firm.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, non-standard expansion joints, MSE wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

In a Design-Build Contract, requests for acceptance for non-complying work, repair procedures, shop drawing review, or review of activities directly affecting public safety must be prepared by a firm independent from both the Specialty Engineer and EOR if Specialty and EOR are same entity. If the Specialty Engineer and EOR are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the Engineer. If the Specialty Engineer and EOR are the same entity, the Specialty Engineer/EOR will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/EOR will check and certify the work of the independent firm as being complete and correct prior to submittal to the Engineer.

Section 5 – Control of the Work

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

Section 6 – Control of Materials

6-1 Acceptance Criteria.

6-1.1 General: *Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.*

6-1.2 Sampling and Testing: *Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.*

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: *Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.*

6-1.2.2 Point of Production Test: *Test the material during production as specified in the Contract Documents.*

6-1.2.3 Point of Distribution Test: *Test the material at Distribution facilities as specified in the Contract Documents.*

6-1.2.4 Point of Use Test: *Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.*

6-1.3 Certification:

6-1.3.1 Producer Certification: *Provide complete certifications for materials as required. Furnish to the Engineer for approval, Producer Certifications for all products listed on the Qualified Products List and when required by the applicable material Specification(s). Do not incorporate any manufactured products or materials into the project without approval from the Engineer. Materials will not be considered for payment when not accompanied by Producer Certification. Producers may obtain sample certification forms through the Department's website. Ensure that the certification is provided on the producer's letterhead and is signed by a legally responsible person from the producer and notarized.*

6-1.3.1.1 Qualified Products List: *The Product Evaluation Section in the State Specifications and Estimates Office publishes and maintains a Qualified Products List. This list provides assurance to Contractors, consultants, designers, and*

Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require pre-approval to items listed on the Qualified Products List effective at the time of placement.

Manufacturers seeking evaluation in accordance with Departmental procedures of an item must submit a Product Evaluation Application, available on the Department's website www2.dot.state.fl.us/specificationsestimates/productevaluation/qpl/submittalprocess.aspx, with supporting documentation as defined and detailed by the applicable Specifications and Standards. This may include certified test reports from an independent test laboratory, certification that the material meets all applicable specifications, signed and sealed drawings and calculations, quality control plans, samples, infrared scans, or other technical data.

Manufacturers successfully completing the Department's evaluation are eligible for inclusion on the Qualified Products List. The Department will consider any marked variations from original test values for a material or any evidence of inadequate field performance of a material as sufficient evidence that the properties of the material have changed, and the Department will remove the material from the Qualified Products List.

6-1.3.1.2 Approved Products List: The State Traffic Operations Office maintains the Approved Products List of Traffic Control Signal Devices. Traffic Monitoring Site Equipment and Materials are also included on the Approved Products List. This list provides assurance to Maintaining Agencies, Contractors, consultants, designers, and Department personnel that the specific items listed are approved for use on Department facilities. The Department will limit the Contractor's procurement and use of Traffic Control Signal Devices, and Traffic Monitoring Site equipment and materials to only those items listed on the Approved Products List that is effective at the time of procurement, except as provided in Section 603.

The approval process is described in detail on the State Traffic Operation website, www.dot.state.fl.us/trafficoperations/terl/apl2.htm. Manufacturers seeking evaluation of a specific device must submit an application which can be obtained from the State Traffic Operations Office.

6-1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

6-1.3.3 Lump Sum Project General Requirements: Material is accepted by material sampling and testing requirements for the following work activities: Earthwork and Related Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement Concrete, and Reinforcing Steel as stated in 9-11.1. Fabricated metal acceptance will be in accordance with 9-11.2. All other material acceptance will be in accordance with 6-1.

6-1.3.4 Certification on Qualified Products List (QPL) Products: Submit to the Engineer a notarized manufacturer's certification on each QPL product that will be incorporated in the project. Submit the certification prior to utilization of the material on the project. Each certification will have the manufacturer letterhead, product name, batch number, FPID, Contract Number, category, county, title of certification person and test results in each product listed in the Department Specification. This letter will also

provide the following statement: "This product meets the material specifications as provided in the Contract Documents." Ensure that the date of the manufacturer's certification is current to the shelf life of the product. This letter will be delivered to the jobsite prior to placement or utilization. Retain test results for a minimum of three years.

6-1.3.5 Certification on all Other Materials Not Specified: Submit to the Engineer a notarized manufacturer's certification on each product that will be incorporated in the project. Submit the certification prior to utilization on the project. Each certification will have the manufacturer letterhead, identification and type of material, FPID, Contract Number, county, test results of the material and notarized signature from the manufacturer. This letter will also provide the following statement: "This product meets the material specifications as provided in the Contract Documents." Ensure that the date of the manufacturer's certification is current to the shelf life of the product. Retain test results for a minimum of three years.

6-2 Applicable Documented Authorities other than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities For Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected and the defects corrected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit a proposed scope of work to the Engineer for an engineering or independent laboratory (as approved by the Engineer) analysis to determine the disposition of the material. A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. Upon the Engineer's approval of the scope of work submitted by the Contractor, the engineering analysis must be completed and the report must be submitted to the Engineer within 45 calendar days, or other time frame as approved by the Engineer. The report must be signed and sealed by the Specialty Engineer. The Engineer will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.3 Contaminated, Hazardous, and Dangerous Materials: *Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Department of Environmental Protection. Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration.*

Section 7 – Legal Requirements and Responsibilities to the Public

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: *Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their*

reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

Furnish the Engineer, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

7-1.7 Insecticides and Herbicides. Use products found on the following website, www.flpesticide.us/, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-7.2 Overloaded Equipment. Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the Department or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7.0. This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures. *The Specialty Engineer shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:*

(1) Overloaded Equipment as defined 7.0:

(a) Operating on or crossing over completed bridge structures.

(b) Operating on or crossing over partially completed bridge structures.

(2) Equipment within legal load limits:

(a) Operating on or crossing over partially completed bridge structures.

(3) Construction cranes:

(a) Operating on completed bridge structures.

(b) Operating on partially completed bridge structures.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Specialty Engineer shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval eight copies of design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Specialty Engineer shall sign and seal one set of the eight copies of the drawings and the cover sheet of one of the eight copies of the calculations for the Department's Record Set.

Specifications to be redefined :

The terms "Department" and "Engineer" MUST be redefined by the contracting LAP Agency within the context of its own administrative contract language. This language differs from the REQUIRED language above in that it cannot be directly incorporated from FDOT language. It is, however, ESSENTIAL that these terms be redefined and addressed.

Below are the definitions currently in the Standard Specifications for Road and Bridge Construction.

Department: *State of Florida Department of Transportation.*

Engineer: *The Director, Office of Construction, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.*

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Check references in Divisions II and III of the Standard Specifications for Road and Bridge Construction:

Whenever FDOT Specifications for Division II and Division III are used with non-FDOT specifications, there will be numerous cross references to sections, articles and subarticles that must be modified to provide a consistent specifications package for the project. These modifications are the responsibility of the Local Agency.

SECTION 12

ON-THE-JOB TRAINING REQUIREMENTS

PROVIDED FOR LAP CHECKLIST REQUIREMENT #10

ON-THE-JOB TRAINING REQUIREMENTS

(REV 11-24-10) (FA 1-21-11) (7-11)

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type(s) of trade or job classification(s) involved in the work. In the event the Contractor subcontracts a portion of the contract work, he/she shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. The Contractor shall apply the requirements of this Section to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1) Determine the number of trainees on Federal Aid Contract:

(a) No trainees will be required for contracts with a contract time allowance of less than 225 calendar days.

(b) If the contract time allowance is 225 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
Under \$1,000,000	0
Over \$1,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22

Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the contract time during which training of each trainee is to take place. This schedule may be subject to change if the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change(s) in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Full credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Full credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification for a significant period and completes his/her training on this Contract.
3. Full credit will be allowed for each trainee who, due to the amount of work available in his/her classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Full credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that he/she has made his/her a good faith effort to provide training in that classification.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

The Contractor shall, as far as is practical, comply with the time frames established in the approved On-The-Job Training Schedule. When this proves to be impractical, a revised schedule shall be submitted and approved as provided above.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into On-The-Job Training, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyman status, has been employed as a journeyman, or has had extensive experience in the classification being considered for training. The Contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

Trainee Enrollment and Personnel Action Form

Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department; and,

A letter stating that the trainee has sufficiently progressed in the craft and is being promoted to journeyman status.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train

employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Credit for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal Aid Project; contributes to the cost of the training, provides the instruction to the trainee and pays the trainee's wages during the offsite training period.

No credit shall be given to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman for a period ample enough to allow the employee time to gain experience in the training classification or failure to continue training the employee time to gain experience in the training classifications is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Section.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. This compensation rate will be increased to the journeyman's wage for that classification upon graduation from the training program.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following occurs: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, Timekeeper, trainees will not be approved for the On-The-Job Training Program.

Painters, Electricians, and Mechanics are identified as crafts under-utilized by minorities. All training classifications except Laborers are identified as under-utilized by females.

Priority selection should also include those crafts under-utilized and/or void of minorities and/or female by that particular company's workforce.

If the Contractor does not select a training classification that has been targeted as an under-utilized craft, and those classifications can be used for the selection of training for this project, the On-The-Job Training Schedule will not be approved unless written justification for exceptions is attached.