

**NOTICE
REQUEST FOR PROPOSALS
FOR**

CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES & RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS

RFP #Y19-816-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 May 30, 2019, for CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES & RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS.**

A Non-Mandatory Pre-Proposal Conference will be held **May 9, 2019, at 2:00 P.M.** at the **Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839.** Interested Proposers are encouraged to attend.

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

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

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

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

NOTICE TO PROPOSERS

Proposers and Sub Consultants are required to be currently pre-qualified with the Florida Department of Transportation (FDOT), in their respective fields of practice for the work types required for this RFP. Proof shall be submitted with sealed proposals documenting all team members are currently prequalified with FDOT in the work categories required for this RFP. Failure to submit proof of FDOT qualification with your sealed proposal may render the proposal non-responsive.

Major Work Category: 10.1 Roadway Construction Engineering
Minor Work Categories: 9.3 Highway Materials Testing
10.3 Construction Materials Inspection
10.4 Minor Bridges & Miscellaneous Structures Construction Engineering Inspection

The Proposer must be pre-qualified in the Major Work Category 10.1
The Minor work categories may be met by the Proposer and/or Sub-Consultants.

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

RFP # Y19-816-CH
TABLE OF CONTENTS

	PAGE
NOTICE	
PURPOSE	1
INSTRUCTION TO PROPOSERS	1
TERMS AND CONDITIONS	3
ORAL INTERPRETATION	3
DRUG FREE WORKPLACE	3
DRAFT CONTRACT	3
SOLICITATION CANCELLATIONS	3
SELECTION	4
ACCEPTANCE/REJECTION/CANCELLATION	4
CLARIFICATION	4
WITHDRAWL OF PROPOSAL	4
PROPOSAL PREPARATION	4
SHORTLISTS, PROTESTS AND LOBBYING	4
ETHICS COMPLIANCE	5
JOINT VENTURE FIRMS	5
CONFLICT/NON-CONFLICT OF INTEREST AND LITIGATION STATEMENT	5
PUBLIC ENTITY CRIME STATEMENT (FS 287.133)	5
SUBCONSULTANTS	6
CONTINGENT FEES	6
CONTRACT AWARD CRITERIA	6
KEY PERSONNEL	6
REFERENCE CHECKS	7
VERIFICATION OF EMPLOYMENT STATUS	7
WEIGHTED CRITERIA	7
SIMILAR PROJECTS	8
EXPERIENCE OF PROJECT TEAM	8

VOLUME OF WORK	8
ORAL PRESENTATIONS	9
PROCEDURES AFTER RECEIPT OF PROPOSALS	10
COST AND PRICING DATA	10
SUPPORTING DOCUMENTATION	10
DEBRIEFING OF PROPOSERS	10
PROPRIETARY INFORMATION	11
DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/STATEMENTS OF WORK	12
FEDERAL REQUIREMENTS	12
SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS	13
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	15
FDOT PRE-QUALIFICATION	15
SCHEDULE OF EVENTS	15
EXHIBIT A SCOPE OF SERVICES	

CONTRACT

**FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUIRED FORMS:
(THE FORMS LISTED BELOW MUST BE COMPLETED AND SUBMITTED WITH
YOUR SEALED PROPOSALS)**

- ATTACHMENT I: **Included in the RFP and Contract but not required to be submitted with the sealed proposals**
- ATTACHMENT II: Bid Opportunity List for Professional Consultant Services, and Commodities & Contractual Services
- ATTACHMENT III: Truth In Negotiation Certification
- ATTACHMENT IV: Conflict of Interest Certification for Consultant/Contractor/Technical Advisor
- ATTACHMENT V: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- ATTACHMENT VI: Disclosure of Lobbying Activities
- ATTACHMENTVII: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- ATTACHMENTVIII: (INTENTIONAL NOT USED)
- ATTACHMENT IX: (INTENTIONAL NOT USED)
- ATTACHMENT X: Contractor Travel Form
- ATTACHMENT XI: (INTENTIONAL NOT USED)

PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
INTENTIONALLY OMITTED	FORM C
SIMILAR PROJECTS (PROJECT MANAGER)	FORM D
SIMILAR PROJECTS (PROJECT ARCHITECT/ENGINEER)	FORM E
SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
INTENTIONALLY OMITTED	FORM G
PROJECT SCOPE, APPROACH & UNDERSTANDING	FORM H
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT	FORM I
INTENTIONALLY OMITTED	FORM J
INTENTIONALLY OMITTED	FORM K
DRUG-FREE WORKPLACE FORM	FORM L
INTENTIONALLY OMITTED	FORM M
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N
RELATIONSHIP DISCLOSURE FORM	FORM O
E-VERIFICATION CERTIFICATION	FORM P
AGENT AUTHORIZATION FORM	FORM Q
CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS, APPENDIX A, 44 C.F.R. PART 18	FORM R
AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)	FORM S
FEDERAL DEBARMENT CERTIFICATION FORM	FORM T
INSURANCE SAMPLE DOCUMENTS	

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES AND
RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK
TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND
ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL
FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS

RFP # Y19-816-CH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES AND RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS, In accordance with F.S. 287.055, the Federal Brooks Act as specified in 40 U.S.C. 1101 and the County's adopted selection procedures.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a USB drive for document management purposes not later than 2:00 P.M. local time, May 30, 2019, to:

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

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

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

A Non-Mandatory Pre-Proposal Conference will be conducted on May 9, 2019, at 2:00 P.M., Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

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

timeliness of the Proposal.

2. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**
3. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.
4. Proposers must submit ONLY the attached forms, lettered A through T, and the following The State of Florida Department of Transportation Forms: Bid Opportunity List for Professional Consultant Services, and Commodities & Contractual Services, Truth In Negotiation Certification, Conflict of Interest Certification for Consultant/Contractor/Technical Advisor, Certification for Disclosure of Lobbying Activities on Federal Aid Contracts, Disclosure of Lobbying Activities, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, D, E, F, and H may negatively impact the evaluation of the Proposal.**
The County shall not be responsible for re-calculation or interpretations of information provided on any form.
NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project.
5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and Terms and Conditions of this Request for Proposals, may render the Proposal non responsive and ineligible from further consideration.
7. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
8. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
9. With respect to Forms D, E, F and H, no landscape printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
10. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
11. Proposers must indicate on their Proposal envelope the following:
Request for Proposals Number Y19-816-CH
Date of Opening - May 30, 2019
Name of Proposer

Date of Opening - May 30, 2019

Name of Proposer

Return Address of the Proposer

12. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
13. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator, email Carol.Hewitt@ocfl.net. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
14. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.
15. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on May 15, 2019 to:

Carol Hewitt, Senior Contract Administrator
Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801
Carol.Hewitt@ocfl.net

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

TERMS AND CONDITIONS

1. ORAL INTERPRETATION

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

2. DRUG FREE WORKPLACE

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

3. DRAFT CONTRACT

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

4. SOLICITATION CANCELLATIONS

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

5. SELECTION

Selection shall be in accordance with F.S. 287.055, the Federal Brooks Act as specified in 40 U.S.C. 1101 and the County's adopted selection procedures.

6. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.

7. CLARIFICATION

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.

8. WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.

9. PROPOSAL PREPARATION

By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of their Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

10. SHORTLISTS, PROTESTS AND LOBBYING: The recommended short list of firms, rank by score, highest to lowest, will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:

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

Guidelines for Tiebreakers, Procurement Committee Evaluations

In the event the Procurement Committee's evaluations end in a tie, the Procurement Committee will take action to break the tie of the applicable firms based upon reconsideration of the following criteria in the order listed:

- a. Technical Approach/Scope Response/Understanding:
- b. Project Team/Qualifications of Staff:
- c. Project Manager/Key Staff Person/Lead Project Person/Account Representative:

The Procurement Committee will re-evaluate the criteria A: Technical Approach/Scope Response/Understanding first with ranking the tied firms highest to lowest. The Procurement Committee will only go to criteria B: Project Team/Qualifications of Staff if the scores still remain tied. Again, the tied firms will be ranked highest to lowest during the re-evaluation.

Orange County Lobbyist Regulations General Information

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

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

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

11. ETHICS COMPLIANCE

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

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

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

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

concerning this form is attached for your information.

12. **JOINT VENTURE FIRMS:**
NOT USED FOR THIS REQUEST FOR PROPOSALS.

13. **CONFLICT/NON-CONFLICT OF INTEREST AND LITIGATION STATEMENT**
Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

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

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

15. **SUBCONSULTANTS**

Proposers shall list **all** proposed subconsultants to be used. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work. Form B is provided for this information.

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

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

16. **CONTINGENT FEES**

The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other

consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

17. CONTRACT AWARD CRITERIA

The County will award a single contract for this requirement.

18. KEY PERSONNEL

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

19. REFERENCE CHECKS

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

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

20. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the contract term, and an express requirement that Consultant include in such subcontracts the requirement that subconsultants performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

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

By submission of a bid in response to this solicitation, the Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this

solicitation.

21. WEIGHTED CRITERIA

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

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	25
Similar Projects Completed by the Proposed Project Engineer (Form E)	20
Skills and Experience of the Project Team (Form F)	25
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

22. SIMILAR PROJECTS

“Similar Projects” for the purposes of this Request for Proposals has been defined as: The continuing/on-going or project specific contracts for Construction Engineering and Inspection (CEI) services and Resident Compliance Specialist (RCS) services that was substantially completed within the past 5 years immediately preceding the due date of this Request for Proposals and shall contain the following elements:

PROJECT ELEMENTS

- Roadway Government Contract** – CEI & RCS Services provided under a contract to a federal, state or local governmental agency, either through a general services contract or a project specific contract, for a roadway widening project a minimum length of 0.9 centerline miles and a construction cost equal to or greater than two million dollars (\$2,000,000) excluding utilities, or a new trail project with a construction cost equal to or greater than one million dollars (\$1,000,000) having a minimum width of 10 feet and length of 0.9 miles. **Construction of a Limited Access project is allowed. Resurfacing, Restoration and Rehabilitation (RRR) projects shall not be considered to be similar projects.**
- Monitor Payroll Requirements** – Received and checked weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.

3. **Monitor DBE Requirements** – Monitored the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and reported to FDOT the Contractor's commitment for DBE utilization and actual payments made to certified DBE's.
4. **Monitor EEO Requirements** – Monitored EEO requirements for both the prime contractor and subcontractor whose contracts exceeded \$10,000 and ensure all required submittals were received from the Contractor and subcontractors.
5. **Review of Pay Requests** - Reviewed monthly pay requests against work completed and documented through daily inspection reports and provided written recommendation for payment.
6. **Monitor OJT Requirements** – Monitored and ensured compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project.
7. **Perform Monthly Interviews** – Performed monthly interviews with project personnel of both the prime contractor and sub-contractor to ensure compliance with EEO and Wages requirements.
8. **Pre-construction Meeting** – Attended the pre-construction meeting and communicated all EEO requirements.
9. **Project's Bulletin Board** – Ensured the project bulletin board was in place throughout the life of the project and includes all required documents, posters, forms and other information.

Similar Project Scoring

- **All projects must be substantially complete. “Substantial Completion” shall mean the completion of the Work by the Consultant/Contractor to the point the Owner may make beneficial use of the Work. The date of substantial completion must be prior to the date of submission of proposals.**
- The Consultant shall submit no more three (3) similar projects for the proposed Project Manager and the proposed Project Engineer.
- For a similar project to be considered for one half (1/2) point, each similar project submitted shall contain the mandatory Elements One (1), Two (2), and Three (3).
- For a similar project to be considered for one full (1) point, each similar project submitted shall contain the three mandatory elements, Elements One (1), Two (2), and Three (3), **PLUS** two (2) additional elements from the remaining elements.
- **Projects that do not contain the three mandatory elements, Elements One (1), Two (2), and Three (3) shall receive zero (0) points.**

Requirements for the Proposer

Project Manager:

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

Project Engineer:

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

The Project Manager must be currently employed by the Prime Consultant.

Definitions

Substantial Completion - Defined as completion of the work to the point where the Owner may use the project for its intended purpose.

Final Completion: Defined as completion of the work and the Owner has accepted the work.

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

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

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

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

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

23. EXPERIENCE OF THE PROJECT TEAM

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

24. VOLUME OF WORK

NOT USED FOR THIS REQUEST FOR PROPOSALS

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

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

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2018 to April 1, 2020	\$	X	1.0	=	\$
(2) First Year Past: 10/01/17-9/30/18	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/16-09/30/17	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/15-09/30/16	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
TOTAL FEE CONSIDERED					\$

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

Points will be awarded as follows:

~~Firms with no previous work with the County as a prime consultant or sub-consultant during the current fiscal year and previous fiscal years~~
5 Points

~~Firms with adjusted fees of \$1 through \$2,000,000~~
4 Points

~~Firms with adjusted fees of \$2,000,001 through \$3,000,000~~
3 Points

~~Firms with adjusted fees of \$3,000,001 through \$4,000,000~~
2 Points

~~Firms with adjusted fees of \$4,000,001 through \$5,000,000~~
1 Point

~~Firms with adjusted fees exceeding \$5,000,000~~

~~0 Points~~

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

25. **ORAL PRESENTATIONS**

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

26. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

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

27. **COST AND PRICING DATA**

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

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

~~All indirect costs shall be computed in accordance with 48 CFR Federal Acquisition Regulations.~~

- b. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contact.
- c. Raw labor rates by labor classification certified as accurate by an officer of the company.
- d. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- e. Summary of fees for services to be provided by subconsultants. Scope of work and fee Proposal from each subconsultant supporting the above summary, on the subconsultants' letterhead. The scope of work for each

- above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- g. ~~Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.~~
 - h. Project schedule.
 - i. ~~Breakdown of all out-of-pocket and/or direct expenses.~~
 - j. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported with specific justification.

28. SUPPORTING DOCUMENTATION

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

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

29. DEBRIEFING OF PROPOSERS

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

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

Untimely debriefing requests will also be considered.

30. PROPRIETARY INFORMATION

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

confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

31. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/REQUIREMENTS/STATEMENTS OF WORK

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

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

32. FEDERAL REQUIREMENTS

THIS REQUEST FOR PROPOSALS (RFP) IS A FEDERALLY FUNDED PROJECT.

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A, (Form R). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This contract is subject to change based on guidance from the Federal funding source.

33. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

A. Orange County may be receiving federal funding through Florida Department of Transportation (FDOT) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.

B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime

Contractor partakes in five “affirmative steps” designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

C. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” (FORM S). The affidavit shall be notarized for this bid to be responsive.

D. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:

1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

E. Failure to submit an executed and notarized “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.

F. The awarded consultant will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded consultant to be awarded federally funded contracts in the future may be jeopardized should that awarded consultant fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).

G. Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.

34. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form (Form T) confirming compliance.

35. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By submission of a Proposal the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

36. PREQUALIFIED PROPOSERS

Proposers and Sub Consultants are required to be currently pre-qualified with the Florida Department of Transportation (FDOT), in their respective fields of practice for the work types required for this RFP. Proof shall be submitted with sealed proposals documenting all team members are currently prequalified with FDOT in the work categories required for this RFP. Failure to submit proof of FDOT qualification with your sealed proposal may render the proposal non-responsive.

Major Work Category: 10.1 Roadway Construction Engineering

Minor Work Categories: 9.3 Highway Materials Testing

10.3 Construction Materials Inspection

**10.4 Minor Bridges & Miscellaneous Structures
Construction Engineering Inspection**

The Proposer must be pre-qualified in the Major Work Category 10.1

The Minor work categories may be met by the Proposer and/or Sub-Consultants.

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

37. SCHEDULE OF EVENTS

Date	Event
05/01/19	Advertisement Date
05/09/19	Non Mandatory Pre-Proposal Meeting
05/15/19	Deadline for submission of written questions
05/30/19	Proposal Opening
07/10/19	Procurement Committee Meeting
07/11/19	5-Day Posting Period Begins
07/17/19	5-Day Posting Period Ends
08/06/19	Board Approval
08/07/19 – 08/20/19	Negotiations
09/01/19	Contract Execution

EXHIBIT A

Scope of Services

EXHIBIT "A"
SCOPE OF SERVICES

For

**PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI)
SERVICES & RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE
CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-
VINELAND ROAD TO S.R. 528) AND THE SHINGLE CREEK TRAIL PHASE 2
(TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-
VINELAND ROAD)**

SECTION 1: OBJECTIVES AND DESCRIPTION OF PROJECT

1.1 General

The Construction Engineering and Inspection Services and Resident Compliance Specialist Services Consultant, (CEI) shall assist the COUNTY by providing Project Management and Support services for constructions of the Shingle Creek Trail Phase 1 Segment 3 (Central Florida Parkway/Taft-Vineland Road to S.R. 528) and the Shingle Creek Trail Phase 2 (Town Loop Boulevard to Central Florida Parkway/Taft-Vineland Road). No services shall be performed unless the COUNTY has first issued an appropriate Notice to Proceed. As part of this continuing services contract, the services the CEI may be asked to provide may include, but are not limited to the following:

- Provide Construction Engineering Inspection and Resident Compliance Specialist, Support services for the Shingle Creek Trail Phase 1 Segment 3 (Central Florida Parkway/Taft-Vineland Road to S.R. 528) and the Shingle Creek Trail Phase 2 (Town Loop Boulevard to Central Florida Parkway/Taft-Vineland Road), including, but not limited to, monitoring the construction contract compliance requirements for assigned projects in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and compliance oversight program established by Florida Department of Transportation (FDOT).
- Perform geotechnical/material testing services as may be necessary.
- Coordination with Contractors and stakeholders and review of change orders and pay requests as it relates to the tasks above.
- Other tasks as may be assigned.

This Scope of Services generally identifies representative responsibilities that may be assigned to the CONSULTANT under this contract. The COUNTY reserves the right to determine what services, if any, will be required of the CONSULTANT.

1.2 Project Description

The CONSULTANT shall provide CEI and RCS support and geotechnical services to assist the County in construction of the Shingle Creek Trail Phase 1 Segment 3 (Central Florida Parkway/Taft-Vineland Road to S.R. 528) and the Shingle Creek Trail Phase 2 (Town Loop Boulevard to Central Florida Parkway/Taft-Vineland Road).

1.3 Description of Professional Services

The primary goal of the contract is to provide project support as an extension of COUNTY staff for the completion of this project.

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

SECTION 2: SCOPE OF PROFESSIONAL SERVICES

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

2.1 Construction Engineering and Inspection and Resident Compliance Specialist Services

Construction engineering inspection (CEI) and Resident Compliance Specialist support services shall consist of monitoring the construction contract compliance requirements for assigned projects in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and compliance oversight program established by Florida Department of Transportation (FDOT), construction services, construction administration and construction management assistance. The CONSULTANT shall schedule and conduct preconstruction meetings and prepare the Notice to Proceed to be issued by the COUNTY Project Manager; coordinate as necessary with COUNTY offices, utilities, and regulatory agencies.

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

- (1) Attend the pre-construction meeting and communicate all EEO requirements.
- (2) Ensure the project bulletin board is in place throughout the life of the project and includes all required documents, posters, forms and other information.
- (3) Monitor and enforce compliance for all 4 elements of the FDOT program (including EEO, Wages, DBE, OJT). Collect and maintain in a filing system the associated submittals.
- (4) Analyze and evaluate data submittals in order to take appropriate actions when necessary.
- (5) Coordinate and respond to FDOT requests for project data.
- (6) Monitor EEO (Company and Project) requirements for both the prime contractor and subcontractor whose contracts exceed \$10,000 and ensure all required submittals are received from the Contractor and subcontractors.
- (7) Receive and check weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.
- (8) Communicate as necessary to the prime contractor any issues of non-compliance for resolution. Communicate with FDOT any

instances of non-compliance (including payroll violations) as deemed necessary.

(9) Monitor the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and report to FDOT the Contractor's commitment for DBE utilization and actual payments made to certified DBE's.

(10) Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project. Submit all required documents to FDOT.

(11) Perform monthly interviews with project personnel of both the prime contractor and sub-contractor to ensure compliance with EEO and Wages requirements.

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

2.2.1 The CONSULTANT shall attend the pre-construction meeting.

2.2.2 The CONSULTANT shall maintain records of all sampling and testing accomplished under this scope of services and analyze such records as required to ascertain acceptability of material and completed work items.

2.2.3 The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits and applicable laws, standards and regulations. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

2.3 Other Services

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

2.3.1 The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the contract.

2.3.2 The CONSULTANT shall, upon written request by the COUNTY, review all available project documentation and conduct additional investigations as necessary to prepare certifications required by regulatory agencies.

2.4 Project Meetings

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

2.5 Project Records

Project Management Services shall include record keeping. Hard copy files shall be organized in the same structure that the COUNTY currently utilizes. In some cases, files would be submitted to the COUNTY for their continued use on the project. In other cases, the CONSULTANT shall prepare the files for storage in the COUNTY's archiving system.

2.6 Geotechnical/Material Testing

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

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

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

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

- 2.6.1 General
- 2.6.2 Earthwork
- 2.6.3 Roadway
- 2.6.4 Concrete
- 2.6.5 Ground/Surface Water Samples

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

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

- Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction as amended by contract documents
- FDOT Design Standards
- FDOT Structural Design Guidelines
- FDOT Structure Design Office Standard Drawings
- FDOT Materials Manual
- FDOT Manual of Florida Sampling and Testing Methods
- FDOT Manual for Safety and Control of Equipment Containing Radioactive Materials

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

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

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

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

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

- Acquisition and reporting of subsurface material, hydrological, standard borings, and environmental information to be used for the construction of transportation facilities.
- Conducting tests on soil and rock according to the applicable specifications for the purpose of classifying materials and identifying their physical properties.
- Sampling, transporting, and testing various materials, reporting results, and recommendations.
- Technicians performing work on projects at asphalt plants shall be expected to enter and upload data on a daily basis using the Asphalt Upload Sheet (Current FDOT Form #675-030-25A).
- Conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis and reporting of results and recommendations.
- Certified Welding Inspectors (CWI), Metals Fabrication Inspection, Welding Procedure and Shop Drawing Reviews.

The CONSULTANT shall provide the COUNTY with personnel that are qualified, trained and

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

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

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

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

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

2.6.1 General

2.6.1.1 Quality Assurance/Quality Control

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

2.6.1.2 Daily Reports

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

2.6.2 Earthwork

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

2.6.2.1 Embankment

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

2.6.2.2 Backfill for Stormwater Conveyance System

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

2.6.2.3 Organic Testing

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

2.6.2.4 Deliverables

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

- Signed and sealed Organic Content (by heating) Test Report shall be submitted within five calendar days of the testing event (four paper copies and one PDF electronic file).

2.6.3 Roadway

2.6.3.1 Stabilization

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

The CONSULTANT shall perform Limerock Bearing Ratio (LBR) (4-point minimum) testing every three-hundred (300) feet, or as directed by the COUNTY.

2.6.3.1.1 Deliverables

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

2.6.3.2 Soil Cement Base

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

2.6.3.2.1 Deliverables

- Daily (field) reports shall be submitted to the COUNTY'S field inspector.
- Reports shall identify the failures (if any) and provide a recommendation.
- Breaks shall be scheduled at 7 calendar days. Signed and sealed Compressive Strength report shall be submitted within five calendar days after each scheduled break (four paper copies and one PDF electronic file).
- Signed and sealed Soil Cement Density report shall be submitted within five calendar days of the testing event (four paper copies and one PDF electronic file).

2.6.3.3 Pavement Structural Course

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

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

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

2.6.3.3.1 Deliverables

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

2.6.3.4 Friction Course

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

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

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

2.6.3.4.1 Deliverables

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

2.6.4 Concrete

2.6.4.1 Non Structural Concrete

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

2.6.4.1.1 Deliverables

- Concrete breaks shall be performed at 7, 14, and 28 calendar days. Signed and sealed Compressive Strength report shall be submitted within 10, 17, and 31 calendar days of the testing event (i.e. within five calendar days after each scheduled break) (four paper copies and one PDF electronic file). The fourth break shall be held until written notification is provided by the County.

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

2.6.4.2 Structural Concrete

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

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

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

2.6.4.2.1 Deliverables

- Concrete breaks shall be performed at 7, 14 and 28 calendar days. Signed and sealed Compressive Strength report shall be submitted within 5 calendar days after each scheduled break (four paper copies and one PDF electronic file). The fourth break shall be held until written notification is provided by the COUNTY.
- Reports shall identify the failures (if any) and provide a recommendation.
- Provide daily report for the concrete precast drainage structures and concrete pipe (four paper copies).

2.6.4.4 Pile Driving

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

- Attend and participate in preconstruction and/or special meetings for the project.
- Perform Wave Equation Analysis of Pile Driving (WEAP) to determine suitability of the hammer driving system for the project. Provide results (check stresses,

design capacity, and ultimate capacity) to the COUNTY within three calendar days of the Contractor's submittal.

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

2.6.4.4.1 Deliverables

- Signed and sealed Wave Equation Analysis of Pile Driving (WEAP) report shall be submitted within **three** calendar days of the Contractor's submittal (four paper copies and one PDF electronic file).
- Signed and sealed Contractor's Pile Installation Plan Review report shall be submitted within **three** calendar days of the Contractor's submittal (four paper copies and one PDF electronic file).
- Signed and sealed Test Pile Driving Process report shall be submitted within **one** calendar day after the test pile driving process is completed (four paper copies and one PDF electronic file).

- Signed and sealed Case Pile Wave Analysis (CAPWAP) report shall be submitted within **one** calendar day after driving each pile (four paper copies and one PDF electronic file).
- Signed and sealed Wave Equation Analysis of Pile Driving (WEAP) report shall be submitted within **three** calendar days after the test pile program is submitted (four paper copies and one PDF electronic file).
- Signed and sealed Preliminary Pile Driving report shall be submitted within **three** calendar days after the test pile program is submitted (four paper copies and one PDF electronic file).
- Signed and sealed letters for production pile lengths and the driving criteria shall be submitted within **five** calendar days (four paper copies and one PDF electronic file).

2.6.5 Ground/Surface Water Samples

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

2.6.5.1 Deliverables

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

SECTION 3: PERSONNEL

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

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

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

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

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

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

TABLE OF DELIVERABLES

2.6.2 Earthwork

Section 2.6.2.4

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

2.6.3 Roadway

Section 2.6.3.1.1

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

Section 2.6.3.2.1

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

Section 2.6.3.3.1

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

Section 2.6.3.4.1

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

2.6.4 Concrete

Section 2.6.4.1.1

<i>Compressive Strength Report (Signed & Sealed) (paper)</i>	<i>4 Copies</i>
<i>Compressive Strength Report (Signed & Sealed) (PDF)</i>	<i>1 Copy</i>
<i>Provide daily report for the concrete precast drainage structures and concrete pipe</i>	<i>4 Copies</i>

Section 2.6.4.3.1

<i>Drilled Shaft Summary Report (Signed & Sealed) (paper)</i>	<i>4 Copies</i>
---	-----------------

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

2.6.5 Ground/Surface Water Samples

Section 2.6.5.1

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

END OF SCOPE OF WORK

EXHIBIT B

PRIME CONSULTANT

AND

SUB CONSULTANTS

EXHIBIT C

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

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

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

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

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

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

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

REV:9/06

EXHIBIT D

EXHIBIT D

Proposers should anticipate the personnel presented in their proposal to be available for this work as shown in the schedule below.

Phase 2 (Town Loop Boulevard to Central Florida Parkway/Taft-Vineland Road)

Anticipated bid opening date: 5/5/2020

Anticipated preconstruction meeting date: 9/14/2020

Anticipated Notice to Proceed to Contractor: 10/14/2020

Anticipated construction duration: 710 days

Anticipated final completion date: 9/23/2022

Phase 1 Segment 3 (Central Florida Parkway/Taft-Vineland Road to S.R. 528)

Anticipated bid opening date: 5/19/2020

Anticipated preconstruction meeting date: 9/28/2020

Anticipated Notice to Proceed to Contractor: 10/28/2020

Anticipated construction duration: 360 days

Anticipated final completion date: 10/22/2021

CONTRACT

Y19-816

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

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

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

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

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires to retain professional consulting services for CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS

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

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

I
SCOPE OF SERVICES/SPECIAL PROVISIONS

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the CONSTRUCTION ENGINEERING AND INSPECTION (CEI) & RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA

PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS”, which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

Orange County Request for Proposals/Project Manual, RFP No. Y19-816-CH, dated May 1, 2019; (which contains the Request for Proposals Notice, Instruction to Proposers, Proposal Form and Attachments, this Contract, and insurance certificates which is attached to this Contract, and incorporated by reference herein.

II PAYMENT

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

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

- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT

shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract.

F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth on the State of Florida Department of Transportation Travel Form 300-000-06 and Exhibit C, which is attached to this Contract.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for all phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

If the Consultant is prequalified with the Florida Department of Transportation, a copy of the Procurement Office's prequalification letter with the approved overhead rate should be included in the fee proposal. Audited overhead rates are not negotiated. The Consultant's actual approved overhead rate as reflected in the letter of approval or in the Professional Services Information System will be used. If the Consultant voluntarily proposes to use a lower overhead rate than the current audit in order to keep overall project costs competitive, the Department may accept the lower overhead. The use of a lower overhead rate will not be a requirement for contracting.

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

I. **PRICE ADJUSTMENT**

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

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one

year.

- ii For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii Retroactive requests for price adjustments will not be considered.

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

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

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

III

DESIGN WITHIN FUNDING LIMITATIONS

NOT USED FOR THIS CONTRACT

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed

substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2nd Floor, Orlando, FL 32801.
 - 2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 3. Direct Purchases: For projects for which construction is valued at \$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Procurement Division at address shown above.

V
COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

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

VI
COUNTY'S 'DESIGNATED' REPRESENTATIVE

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

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

VII
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

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

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

Prior to termination for default, the County will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the

deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the County resulting from the Consultant's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

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

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

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

B. TERMINATION FOR CONVENIENCE:

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

C. PAYMENT IN EVENT OF TERMINATION:

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

D. TERMINATION NOTICE

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

VIII
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

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

Required Endorsements:

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

Act of 1980

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

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

The certificate holder shall read:

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

INDEMNIFICATION- CONSULTANTS:

To the extent provided by law the CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

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

The Consultant shall at all times:

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

IX

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

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

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

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or

- 5) Compliance with the County's business ethics; or
 - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc. Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate,

incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

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

X **OWNERSHIP OF DOCUMENTS**

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

XI **WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within **360 days after Notice to Proceed for Shingle Creek Trail Phase 1 Segment 3 and 710 days after Notice to Proceed for Shingle Creek Trail Phase 2.**
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
 - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
 - 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
 - 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted

a conference.

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

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

E.SUSPENSION OF WORK BY COUNTY:

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

This Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

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

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

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

XII

STANDARDS OF CONDUCT

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

XIII

ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the COUNTY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

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

XIV

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XV

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, national origin or family status, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONSULTANT shall abide by the following provisions:

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

XVI **CONTROLLING LAWS**

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

XVII **CONTRACT CLAIMS**

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

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Consultant also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant’s written request for a final decision. The Procurement Division Manager’s decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XVIII **AVAILABILITY OF FUNDS**

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

XVIII
PROHIBITION AGAINST CONTINGENT FEES

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

XX
TOBACCO FREE CAMPUS

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

XXI
VERIFICATION OF EMPLOYMENT STATUS

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

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

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

XXII
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed

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

XXIII

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897**

ProcurementRecords@ocfl.net

XXIV
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

XXV
ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Highway Administration (FHWA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FHWA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

XXVI
PERFORMANCE EVALUATION

Annually and within 60 days of the end of the Contract, the County will evaluate the Consultant's performance based on quality of work, timely performance, effectiveness of management and compliance with safety standards. The evaluation will be delivered electronically and will become public record.

XXVII
LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS

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

XXVIII

This Article is not used for this contract.

XXIX
TRUTH IN NEGOTIATION CERTIFICATION

Truth In Negotiation Certification is hereby incorporated into the Contract.

XXX
CONFLICT OF INTEREST CERTIFICATION FOR
CONSULTANT/CONTRACTOR/TECHNICAL ADVISOR

Conflict of Interest Certification for Consultant/Contractor/ Technical Advisor Is hereby incorporated into the contract.

XXXI
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO
INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

XXXII
JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

XXXIII
SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.

- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

XXXIV
SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

XXXV
REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXXVI
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this agreement the Bidder affirms that it is in compliance with the

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

XXXVII
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

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

XXXVIII
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

Certification for Disclosure of Lobbying Activities on Federal Aid Contracts is hereby incorporated into the Contract.

XXXIX
DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities is hereby incorporated into the Contract.

XXXX

This Article is not used for this contract.

XXXXI

This Article is not used for this contract.

XXXXII
CONTRACTOR TRAVEL FORM

Contractor Travel Form is hereby incorporated into the Contract.

XXXXIII

This Article is not used for this contract.

XXXVIV
NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

>
>

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature

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

Title

Name Typed or Printed

Date (for County use only)

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/17
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/17
Page 3 of 3

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

R. The Consultant hereby certifies that it has not:

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

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

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
 SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 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 supplies materials 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 Numbers 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: _____

 5. Year Firm Established: _____

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

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

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

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

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

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

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

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal – RFP)
 REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

ATTACHMENT VI

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT X

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTOR TRAVEL FORM

300-000-06
 COMPTROLLER
 03/14

Contractor _____ Company _____ Residence (City) _____	Contract or PO # _____ Company's Address _____ Contact Person _____ Telephone No. _____ E-Mail Address _____
---	--

DATE	TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION	PURPOSE OR REASON FOR TRAVEL (NAME OF CONFERENCE OR CONVENTION)	HOUR OF DEPARTURE and RETURN	CLASS A & B MEAL ALLOWANCE	PER DIEM/ ACTUAL LODGING	MAP MILEAGE	VICINITY MILEAGE	INCIDENTAL EXPENSES AMOUNT	INCIDENTAL EXPENSES TYPE
				COLUMN TOTAL	COLUMN TOTAL	TOTAL MILES	0	COLUMN TOTAL	SUMMARY TOTAL
				\$0.00	\$0.00	X @ \$0.445	\$0.00	\$0.00	\$0.00

SIGNATURES
 I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to my official duties of the agency or contract/PO; any meals or lodging included in a registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and conforms in every respect with the requirements of Section 112.061, Florida Statutes, Chapter 691-42 F.A.C., Department of Financial Services Reference Guide For State Expenditures, Department of Transportation Disbursement Handbook and the terms of the contract.

CONTRACTOR: _____ DATE: _____

JOB TITLE: _____

Pursuant to Section 112.061(3)(a), Florida Statutes and the terms of the Contract, I hereby certify or affirm that to the best of my knowledge the above consultant was on official business for the State of Florida and the travel was performed for the purpose(s) stated above.

CONTRACTOR'S SUPERVISOR: _____ DATE: _____

TYPED or printed NAME: _____

TITLE: _____

OTHER PERSONNEL IN PARTY

Instructions for Completing the Contractor Travel Form

Contractor: Name of the individual who performed travel.

Contract or PO No.: Number of the contract or Purchase Order on which work was performed.

Company: The consultant's company.

Company's Address: City where the consultant's company is located.

Residence (City): City where the consultant resides.

Contact Person: Person to notify for inquiries related to the travel voucher.

Telephone No: The telephone number of the contact person.

E-Mail Address: E-Mail address of the contact person.

Date: (MM/DD/YYYY) Dates of actual travel.

Travel Performed From Point of Origin to Destination: Departing location to the city or town of where business will commence. List each location. NO ABBREVIATIONS.

Purpose or Reason for Travel: Give reason for travel. Specify name of conference, convention, seminar, training, etc. NO ABBREVIATIONS and NO ACRONYMS

Hour of Departure and Return: Actual time of departure and return. Must state A.M or P.M

Class A & B Meal Allowance: Itemize daily using the appropriate meal allowance: \$6 for breakfast, \$11 for lunch, and \$19 dinner per F.S. 112.061. Deduct any meals included in a registration fee paid by DOT.

Per Diem/Actual Lodging: Itemize daily. For per diem use the rate of \$80 per day prorated on a quarterly basis. When calculating per diem Class A travel day starts at midnight and Class B travel day begins at the time of departure. For actual lodging use single occupancy rate including taxes.

Map Mileage: Point to point mileage calculated from the Official Department of Transportation map (in-state) available on the Internet at <http://www3.dot.state.fl.us/mileage>.

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

Incidental Expenses: List the amount and the type of charge being charged (do not itemize daily).

Column Total: Total cost for class A & B meal allowance.

Column Total: Total cost for Per Diem/Actual Lodging.

Total Miles: Total of map and vicinity mileage at \$0.445 per mile.

Column Total: Total cost of incidental expenses.

Summary Total: Total cost to the Department of Transportation.

Contractor: Individual who performed the travel.

Date: Date the travel form was prepared.

Job Title: Job title of the traveler.

Contractor's Supervisor: Traveler's supervisor.

Date: Date the authorized official approved/signed the travel form.

Typed or Printed Name: Typed or printed name of the authorized official.

Title: Job title of the authorized official.

Justification/Explanation: Explain any unusual claims for reimbursement.

Other Personnel in Party: List the names of other personnel traveling with you.

Meal Allowances and Travel Status are as follows:

Refer to Disbursement Handbook, Section 112.061, F.S. and Chapter 69J-42 F.A.C. and Department of Financial Services for complete instructions.

CLASS A TRAVEL STATUS - Continuous travel of 24 hours or more away from official headquarters.

CLASS B TRAVEL STATUS - Continuous travel of less than 24 hours requiring overnight absence from official headquarters.

MAXIMUM ALLOWANCES FOR MEALS AS FOLLOWS:

BREAKFAST \$6.00 - When travel begins before 6 a.m. and extends beyond 8 a.m.

LUNCH \$11.00 - When travel begins before 12 noon and extends beyond 2 p.m.

DINNER \$19.00 - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

(NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity.)

REQUEST FOR PROPOSALS

#Y19-816-CH

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS

DUE 2:00 P.M. – MAY 30, 2019

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNATORY: _____ (Print Name) TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

TIN# _____

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

IDENTIFICATION OF BUSINESS ORGANIZATION:

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

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation: _____

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

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

Name	Title	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

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

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

PROJECT TEAM

RFP Project Number: _____
 TEAM NAME: _____

Federal I. D. Number: _____

PRIME	Name of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Role				
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ()				
Other Key Member ()				
SUBCONSULTANT				
Role	Company Name Handling this Project	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project	
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ()				
Other Key Member ()				
Other Key Member ()				
Other Key Member ()				

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIVE (5) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Manager: Name: _____

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

Did the Proposer worked in the role specified until substantial completion? ___ Yes ___ No

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

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

Proposed Project Manager: Name: _____

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

Did the Proposer worked in the role specified until substantial completion? ___ Yes ___ No

2. Project Name:

Owner:

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

Elements: _____

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

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

Did the Proposer worked in the role specified until substantial completion? ___ Yes ___ No

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

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

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIVE (5) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Engineer: _____

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

Did the Proposer worked in the role specified until substantial completion? Yes No

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

Elements: _____

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Engineer: _____

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

Did the Proposer worked in the role specified until substantial completion? Yes No

2. Project Name:

Owner:

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

Elements: _____

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Engineer: _____

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

Did the Proposer worked in the role specified until substantial completion? ___ Yes ___ No

3. Project Name:

 Owner:

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

 Elements: _____

 Construction Cost:

 Construction Completion Date

 Firm:

 Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

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

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

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Shingle Creek Trail Phase 2 (Town Loop Boulevard to Central Florida Parkway/Taft-Vineland Road) Scope:

This project includes construction of a concrete multi-use trail in width varying from 11 – 14 feet wide for a distance of 2.8 miles. Work items include 6 inch concrete trail, an approximately 67 foot concrete pedestrian bridge, removal of existing structures/bridges, concrete gravity wall, concrete retaining wall, concrete curb, drainage pipe and structures, pedestrian signalization, signage and pavement markings.

Shingle Creek Trail Phase 1 Segment 3 (Central Florida Parkway/Taft-Vineland Road to S.R. 528) Scope:

This project includes construction of a 14' wide multi-use trail, using concrete for approximately 175 linear feet and asphalt for approximately 1900 linear feet. Also included is approximately 2600 linear feet of elevated boardwalk. Work items include 6" concrete trail, asphalt trail, boardwalk construction, concrete curb, pedestrian/bicycle railing, signing and pavement markings.

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

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

[] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) 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 five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

DRUG-FREE WORKPLACE FORM

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

Name of Proposer

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

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE SPECIALIST
(RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA
PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD TO
CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS
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:

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

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE
SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL
FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD
TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS**
Case or Bid No. **Y19-816 -CH**

Company Name: _____

Part II

Expenditures:

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

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

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

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

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) AND RESIDENT COMPLIANCE
SPECIALIST (RCS) SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL
FLORIDA PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP BOULEVARD
TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD) CONSTRUCTION PROJECTS
Case or Bid No. Y19-816 -CH**

Company Name: _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Date: _____

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

PRINT NAME AND TITLE: _____

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form _____

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

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

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y19-816 -CH**

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

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

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

Part I

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

Legal Name of Applicant: _____

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

Business Phone () _____

Facsimile () _____

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

Name of Applicant's Authorized Agent: _____

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

Business Phone () _____

Facsimile () _____

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y19-816 -CH**

Company Name: _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

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.

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other

business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

**FORM O
FAQS**

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

CONCLUSION:

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

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

E VERIFICATION CERTIFICATION

Contract Y19-816-CH

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

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above named consultant:

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

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the Consultant provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Consultant acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

AGENT AUTHORIZATION FORM

FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPOSER NAME) _____, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),
_____, TO EXECUTE ANY PETITIONS OR OTHER
DOCUMENTS NECESSARY TO AFFECT THE CONTRACT APPROVAL PROCESS MORE
SPECIFICALLY DESCRIBED AS FOLLOWS, RFP NO. Y19-816-CH, CONSTRUCTION
ENGINEERING AND INSPECTION (CEI) SERVICES AND RESIDENT COMPLIANCE
SERVICES FOR SHINGLE CREEK TRAIL PHASE 1 SEGMENT 3 (CENTRAL FLORIDA
PARKWAY/TAFT-VINELAND ROAD TO S.R. 528) AND PHASE 2 (TOWN LOOP
BOULEVARD TO CENTRAL FLORIDA PARKWAY/TAFT-VINELAND ROAD)
CONSTRUCTION PROJECTS, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY
ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS CONTRACT AND TO
ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: _____

Signature of Proposer

STATE OF _____ :
COUNTY OF _____ :

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

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

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

- **CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,**
- **GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**
 - **APPENDIX A, 44 C.F.R. PART 18**
 - (To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the “**Byrd Anti-Lobbying Amendment.**”

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

AFFIDAVIT OF COMPLIANCE
WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm,
the following:

- _____ 1. Qualified small and minority businesses, and women's business enterprises,
(Initial) were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- _____ 2. The Prime Contractor solicited, and will continue to solicit, small and minority
(Initial) businesses, and women's business enterprises, when they were/are potential sources.
- _____ 3. Based on the Prime Contractor's experience and expertise, the total
(Initial) requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- _____ 4. The Prime Contractor has and/or will establish delivery schedules that will
(Initial) encourage participation of small and minority business, and women's business enterprises.
- _____ 5. The Prime Contractor has and/or will use the services and assistance, as
(Initial) appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- _____ 6. I understand that if the Prime Contractor fails to submit the documentation
(Initial) required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
- _____ 7. I affirm that all the **documentation attached** to this Affidavit of Compliance
(Initial) reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the
project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____ of _____, a _____

(Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

FEDERAL DEBARMENT CERTIFICATION FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response 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 DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

SAMPLE DO NOT USE

LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y _____

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

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor/Consultant: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

<p>A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none">1. In performance of your ongoing operations; or2. In connection with your premises owned by or rented to you. <p>However:</p> <ol style="list-style-type: none">1. The insurance afforded to such additional insured only applies to the extent permitted by law; and2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	<p>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none">1. Required by the contract or agreement; or2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
---	---

SAMPLE DO NOT USE

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

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

SCHEDULE

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

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

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

SAMPLE DO NOT USE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

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

Endorsement No.	Effective Policy No.	Endorsement
-----------------	----------------------	-------------

Insured

Insurance Company
by _____

Countersigned

WC 00 03 13