

ISSUE DATE: April 18, 2019

NOTICE

REQUEST FOR PROPOSALS

FOR

**ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY
(EWRf) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT**

RFP #Y19-818-TA

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 21 2019, for ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY (WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT.**

A Non- Mandatory Pre-Proposal Conference will be held **Wednesday, MAY 1, 2019 at 1:30 P.M** at the **Eastern Water Reclamation Facility, EWRf Training Room, 1621 South Alafaya Trail, Orlando, Florida 32828.** 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

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 Tracy Attenasio at (407) 836-5696. **You may contact Tracy Attenasio at any time during this process, including during the blackout period.**

RFP # Y19-818-TA
TABLE OF CONTENTS

NOTICE

	PAGE
PURPOSE	1
INSTRUCTION TO PROPOSERS	1
TERMS AND CONDITIONS	3
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	4
SHORTLISTS, PROTESTS AND LOBBYING	6
ETHICS COMPLIANCE	7
PUBLIC ENTITY CRIME STATEMENT (FS 287.133)	8
SUBCONSULTANTS	8
BONUS POINTS FOR HIRING OF DISLOCATED WORKERS	9
BOUNDS POINTS FOR HIRING SERVICE DISABLED VETERANS (SDV)	9
CONTRACT AWARD CRITERIA	12
REFERENCE CHECKS	12
VERIFICATION OF EMPLOYMENT STATUS	13
WEIGHTED CRITERIA	13
SIMILAR PROJECTS	14
EXPERIENCE OF PROJECT TEAM	15
VOLUME OF WORK	16
ORAL PRESENTATIONS	17
PROCEDURES AFTER RECEIPT OF PROPOSALS	17
COST AND PRICING DATA	17
SUPPORTING DOCUMENTATION	18
DEBRIEFING OF PROPOSERS	18
PROPRIETARY INFORMATION	19
DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/STATEMENTS OF WORK	19
EXHIBIT A- SCOPE OF SERVICES	1
ATTACHMENT A	14
ATTACHMENT B	16
TABLE A	17
TABLE B	20
ATTACHMENT C	22
CONTRACT	
PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
LOCATION	FORM C
SIMILAR PROJECTS (PROJECT MANAGER)	FORM D
SIMILAR PROJECTS (PROJECT ARCHITECT/ENGINEER)	FORM E
SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
NOT USED	FORM G
PROJECT SCOPE, APPROACH & UNDERSTANDING	FORM H
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT	FORM I
EMPLOYMENT DATA	FORM J
JOINT VENTURE INFORMATION	FORM K
DRUG-FREE WORKPLACE FORM	FORM L
LETTER OF INTENT	FORM M
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N

RELATIONSHIP DISCLOSURE FORM
E-VERIFICATION CERTIFICATION
DISLOCATED WORKERS
INSURANCE SAMPLE ENDORSEMENTS

FORM O
FORM P
FORM WR

EXHIBIT B- BASIS OF DESIGN REPORT

REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY
(WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT
RFP # Y19-818-TA

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY (WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT.

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 14, 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 Pre-Proposal Conference will be conducted on Wednesday, May 1, 2019 at 1:30 P.M. at Easter Water Reclamation Facility, EWRF Training Room, 1621 South Alafaya Trail, Orlando, Florida, 32828. All interested parties are urged to attend.

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

4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

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

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:

Request for Proposals Number Y19-818-TA

Date of Opening - May 14, 2019

Name of Proposer

Return Address of the Proposer

11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
12. Questions concerning this Request for Proposals must be directed to Tracy Attenasio, Senior Contract Administrator, Tracy.Attenasio@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.
13. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.

14. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on May 10, 2019 to:

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

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

15. **ORAL INTERPRETATION**

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

16. **DRUG FREE WORKPLACE**

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

17. **DRAFT CONTRACT**

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

18. **SOLICITATION CANCELLATIONS**

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

TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$10,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.

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

It is the proposing firm's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers must submit signed Letter of Intent (Form M-1) with their Proposal for all current Orange County certified M/WBE subconsultants identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract fees to be contracted to the listed sub-consultant. Letters of Intent must be signed by both the Proposer and the M/WBE subconsultant.

The Consultant **must** include in the subcontract agreement:

- i. Prompt Payment Clause to the M/WBE sub consultant to state: "payment will be made to the sub-consultant/suppliers within 72 hours of receipt of payment from the County."
- ii. The following statement: "It is the M/WBE's responsibility to submit the required payment verification reports to the prime consultant quarterly and the Final M/WBE payment verification form directly to Business Development Division."
- iii. Termination clause to state: "The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of the overall contract value or a sub-consultant without written authorization of the Business Development Division Manager."

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

- F. The awarded prime consultant's responsibilities and requirements are itemized below:
 - i. File copies of all executed subconsultant agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one time for the duration of the contract.
 - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This includes, but is not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.

- iii. The Prime Consultant shall submit an updated quarterly MWBE utilization report, Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report. Failure of the M/WBE to comply with the submittal of the payment verification forms to the Prime consultant could negatively affect their re-certification.
- iv. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division.
- v. The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on Form B and included on Form M-1 with the Business Development Division.

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

Orange County Lobbyist Regulations General Information

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

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

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

12. **ETHICS COMPLIANCE**

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

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

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

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

13. Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.**

Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

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

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

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

16. **SUBCONSULTANTS**

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

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

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

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

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. **BONUS POINTS FOR HIRING OF DISLOCATED WORKERS**

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

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

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

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

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

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

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

- A. Registered service-disabled veteran business enterprise proposers competing as a prime consultant shall receive five (5) points;
- B. Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;
- C. Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent (Form M-2) with their proposal for all current Orange County registered subconsultants identified on Form B These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor. Letters of Intent must be signed by both the Proposer and the SDV subconsultant.
- F. The Consultant's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultant.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to Orange County Business Development Division.
 3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
 4. The Consultant shall submit an updated quarterly SDV utilization report and the "Equal Opportunity Workforce Schedule" report for all professional service contracts.

5. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
6. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division. The Consultant shall notify the Business Development Division of any additional awards to the SDV firm on the Consultant's team and the addition of any new SDV firm to the Consultant's team on that project.
7. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on Form B and included on Form M-2 with the Business Development Division.

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

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

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

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

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

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

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

19. **CONTRACT AWARD CRITERIA**

The County will award a single contract for this requirement.

20. **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 a Professional Engineer registered in the State of Florida.

21. **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).

22. **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.

23. **WEIGHTED CRITERIA**

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

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

24. **SIMILAR PROJECTS**

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

Project Type A: A potable water or reclaimed water storage tank consisting of a minimum of 3.0 million gallons (MG) nominal capacity for a city, county, state or federal agency or municipality. The tank(s) may be stand alone or components of a water supply facility or water reclamation facility or a remote pumping facility.

Project Type B: A potable water or reclaimed water re-pump facility consisting of a minimum of 5,000 gpm high service pumping capacity for a city, county, state or federal agency or municipality. The facilities may be stand alone or components of a water supply facility or water reclamation facility or remote pumping facility.

To obtain points for a “similar project”, the following project elements must be illustrated:

1. Preliminary Engineering
2. Design Services
3. Permitting Services
4. Construction Administration

The following criteria shall apply:

- a. For the Project Manager: The project will receive consideration for **one (1) point** if all **four (4) elements** were successfully completed. The project will receive consideration for **(1/2) half point** if **three (3) elements** were successfully completed.
- b. For the Project Engineer: Element 2 is a mandatory element for the Project Engineer only. The project will receive consideration for **one (1) point** if **three (3) elements** were successfully completed. The project will receive consideration for **(1/2) half point** if **two (2) elements** were successfully completed. The project will receive **zero (0) points** if element No. 2, Final Design Services, is not included.
- c. The Project Manager and Project Engineer may submit the same projects.
- d. To receive credit for the Construction Administration Element (Element 4), projects shall have reached Substantial Completion within the fifteen (15) years immediately preceding the due date of this RFP. All other elements must have been successfully completed within twenty (20) years immediately preceding the due date of this RFP.
- e. Similar Projects shall be projects within the continental United States.

- f. No more than three (3) “Similar Projects” shall be submitted for evaluation of the proposed Project Manager and the proposed Project Engineer. If more than three (3) Similar Projects are submitted, only the first three listed shall be considered for evaluation. An individual shall be considered the Project Manager of a project only if the individual actually performed the day-to-day management of the project and this is verified by the reference contact of the project provided by the proposer.
- g. The proposed Project Manager shall submit at least one Type A project and one Type B Project. If three (3) Type A projects are submitted or three (3) Type B projects are submitted, the third project will receive zero (0) points.
- h. The proposed Project Engineer shall submit at least one Type A project and one Type B Project. If three (3) Type A projects are submitted or three (3) Type B projects are submitted, the third project will receive zero (0) points.

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.

Definitions:

Substantial completion is defined as the owner having beneficial use of the project.

Completion: An experience element is considered completed when the owner takes beneficial use or acceptance of finalized documents.

Project Manager: Individual who managed the project team and administrative elements of the project, was the primary point of contact for the client, directed the production of the planning/design/construction work products, while performing those services from initial design to substantial completion of the project and is verified by the reference contact of the project provided by the Proposer. The Project Manager shall have been a Professional Engineer registered with the State of Florida Department of Business and Professional Regulation prior to the advertisement date of this RFP.

Project Engineer: Individual who assisted the Project Manager as the lead technical supervisor of the project planning/design/construction activities as described in the similar project criteria. The position served as the point of contact for the client in the Project Manager’s absence. The Project Engineer shall have been a Professional Engineer registered with the State of Florida Department of Business and Professional Regulation

25. **EXPERIENCE OF THE PROJECT TEAM**

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

26. **VOLUME OF WORK**

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

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

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

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 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 <u>and</u> 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.

27. **ORAL PRESENTATIONS**

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

28. **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.

29. **COST AND PRICING DATA**

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

- a. A certified audited financial statement for the most recently completed fiscal period, or within the last 12 months, 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.

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

30. **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.

31. **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.

32. **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.**

33. **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.

**RFP Y19-818-TA
EXHIBIT A**

**ORANGE COUNTY UTILITIES DEPARTMENT
EASTERN WATER RECLAMATION FACILITY (EWRF) PHASE 6A PLANT
RECLAIMED WATER SYSTEM EXPANSION PROJECT**

This is a request for a proposal from engineering firms (Engineer) for performing the engineering services required to design and construct the Orange County Utilities Department (Department) Eastern Water Reclamation Facility (EWRF) Phase 6A Plant Reclaimed Water System Expansion (Project). Information concerning the Project is presented in the following.

PROJECT PURPOSE

The Project will provide reclaimed water storage and pumping facilities necessary to address the needs of future development and existing customers within the County's Reclaimed Water East Service Area (ESA).

DESCRIPTION OF PROJECT

The project includes three 3.0 MG reclaimed water storage tanks, new high service pump station with four 4000 gpm/350 HP pumps, bridge crane, electrical equipment, connection to emergency power, flow meter station, site improvements, piping and valve modifications.

The proposal shall address the following scope of engineering services.

SCOPE OF ENGINEERING SERVICES

The selected engineering firm shall re-initiate the design of the Project; recent previously accomplished work includes a draft preliminary design report, 100% of the previous survey scope of work and 100% of the previous geotechnical scope of work. The selected firm will utilize the existing engineering work and a recently completed 100 year flood plain determination study to finish the preliminary design report, finalize the Utilities Department selected design alternatives and begin 60% design of the Facilities.

Services required include:

1. preliminary engineering;
2. surveying;
3. geotechnical investigation;
4. ecological investigation;
5. preparation of construction documents;
6. permitting;
7. public relations;
8. bidding assistance; and,
9. construction administration services.

Preliminary Engineering

The purpose of the preliminary engineering phase is to formulate and present project completion alternatives to the Department in a manner that will allow the Department to make an informed decision as to how the project shall proceed. The preliminary engineering phase shall include:

1. Meet with the Department to re-initiate the project and to ensure that the Engineer and any sub-consultants to the Engineer fully understand the intent of the project, the scope of work for the project and the specific requirements of the Department pertaining to the above listed scope of engineering services.
2. Review the existing draft preliminary design report, 100 year flood plain study, existing survey information and existing geotechnical report.
3. If necessary and after consultation with the Department Project Manager, collect and review any other information that may have a bearing and impact on the planning, design, approval, permitting, construction or operation of the Project.
4. Evaluate existing conditions at the site by field visit. Consider current field conditions and any proposed site improvements and/or changes that may impact the project and location of the storage tanks, pump station and appurtenances.
5. Meet with the Department to verify the Department's selected components and site configuration for the project.
6. Prepare a preliminary layout of the site including yard piping and transmission pipe alignment based on the Department's guidance given in the re-initiation meeting and subsequent preliminary design meeting. Additionally, present any other pertinent information necessary for the Department to evaluate the proposed alignment and site. NOTE: NO SURVEYING SERVICES SHALL BE PERFORMED DURING THE PRELIMINARY ENGINEERING PHASE OF WORK UNLESS PRE-APPROVED BY THE PROJECT MANAGER (PM) PRIOR TO THE WORK BEING PERFORMED.
7. Prepare a preliminary estimate of probable construction costs for the Project based on the preliminary design.
8. Prepare a Preliminary Design Report (PDR) which presents the findings and conclusions that resulted from the preliminary engineering effort; at a minimum, include illustrative sketches/plans, permit requirements, future plans of other utilities and agencies that may affect Project (if applicable) and the conclusions and recommendations concerning further execution of the Project.
9. Submit six (6) copies of the PDR to the Department for its review.
10. Meet with the Department to discuss the PDR; revise and finalize the Report following comments from the Department. Submit two (2) hard copies and a digital copy as a single PDF of the final PDR.

Survey

Following approval of the PDR, the Surveying will be performed for the project. The survey services shall meet the minimum requirements of OCUD for survey accuracy and control as described in Minimum Requirements For Survey Accuracy and Control and in the OCUD Standards and Construction Specifications Manual, (Manual), dated February 2011, or most current edition. Engineer shall be responsible for familiarization with survey requirements stated in the Department's Manual to include but not be limited to Chapter 2 General Requirements and Design Standards and Chapter 3 Specifications. Survey services are to provide OCUD with sufficient data to ascertain that the proposed utility can be designed and constructed to be within the existing site and as indicated on the construction drawings. Surveyor shall monument and provide coordinates for existing or proposed rights-of-ways, easements, and sites.

1. Perform boundary survey with installed concrete monuments of the pump station site for preparation of construction drawings. Obtain title information pertaining to land acquisition, existing easements and/or deeded right-of-ways and related pertinent right-of-way maps, maintenance maps, plats, and similar documents. Existing underground utilities flagged by the respective utility owners shall be located by the survey.
2. Submit survey field notes and other pertinent survey data in electronic format. Data shall include but not be limited to the following:
 - a. Computations – Traverse closures and control coordinates;
 - b. Electronic files of data collected, control, title search of public records, last deeds of record of other data utilized in the survey effort
 - c. Survey Map Report; and
 - d. If applicable, three (3) copies of any easement boundary surveys, signed and sealed by the Surveyor, and a digital copy as a single PDF file of all surveys
3. Control Survey Requirements
 - a. Horizontal and Vertical Control:
 - b. Vertical control data shall be based on the North American Vertical Datum 1988. Benchmark(s) shall be provided for each of the Design Drawings.
 - c. The horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.
 - d. Conventional surveying of the control and traverse points shall maintain a minimum positional reliability of 1:10,000 feet relative to the nearest geodetic control station. All baseline control traverses shall be tied to at least two existing horizontal controls of second order class I or higher standards or a control established by the County.
 - e. Base lines shall be parallel to the right-of-way/easements and monumented at the beginning and end of the project and at all changes in direction. Enough corners shall be found to determine the right-of-ways and these monuments shall be indicated on the survey. Monuments shall be described as to what was set and the state plane coordinates with vertical elevations (x,y,and z).
 - f. GPS surveyed control baselines shall meet these post processed GPS survey specifications using the kinematic survey method. Kinematic GPS surveys make

use of two or more GPS units. At least one GPS unit is set up over a known (reference) station and remains stationary, while other (rover) GPS units are moved from station to station. These surveys can be either continuous or “stop and go”. Stop and go station observation periods are of short duration, typically under two minutes.

- g. Minimum number of reference stations to controls the project is 3rd order or better.
- h. Minimum number of check stations is 2.
- i. Maximum distance between the survey project boundary and the network reference control stations is 6 miles.
- j. Maximum PDOP during station occupation is 5.
- k. Minimum observation time on station is 5 epochs.
- l. Minimum number of satellites observed simultaneously at all stations is 5 (100% of time).
- m. Maximum epoch interval for data sampling is 1 to 15 seconds.
- n. Minimum satellite mask angle above the horizon is 10 degrees. During office processing, start with a 15 degree mask.

4. Right of Ways, Easements and Boundary Surveys

- a. Rights-of-Way, Easements, and Pump Station Sites: Survey of rights-of-ways and easements, and any existing assets shall meet or exceed Chapter 5J-17 (formerly Chapter 61G17-6) FAC “Minimum Technical Standards” or the requirements of Table 1 Minimum Survey Accuracies, (as found in the Orange County Utilities Fee Proposal Template) whichever is more stringent.
- b. Survey services shall provide the Department with sufficient data to ascertain that the proposed water, wastewater, and/or reclaimed water main is within the existing and/or proposed right of way, easement or site boundary and as indicated on the construction drawings. Surveyors shall monument and provide coordinates for existing or proposed rights-of-way, easements, and sites.
- c. Existing plats and land records shall be obtained and used for the recovery of existing right-of-way monuments and property corners required to establish the limits of existing right-of-way lines and property lines. A control traverse shall be utilized to locate sufficient property and right-of-way corners to determine and map the location of the right-of-way lines and property lines according to existing plat and deed dimensions. Found or set monuments for existing right-of-ways, easements and lot lines shall be adequately depicted on the survey. Sufficient dimensions will be shown to support the location of the existing right-of-way lines, relative to the survey control baselines.
- d. Reference point details will be included in the CADD files provided. Any major discrepancy between field monumentation and the existing right-of-way established by the surveyor shall be noted on the survey and described within the Surveyor’s Report. The Surveyor shall notify the Utilities Project Manager in writing the effect of the discrepancy.

5. Topographic Survey Requirements

- a. Perform topographic survey of the pump station site and existing utility tie-in locations for preparation of the construction drawings.
- b. The horizontal and vertical spatial relationship of the above ground natural or man-made features lying within the limits of survey defined will be established and mapped. Elevations shall be taken along the route at 100 foot intervals and at apparent high and low points. Spot elevations shall be taken as necessary to identify significant elevation changes occurring within the limits of survey. Trees having a diameter of (six) 6 inches (measured three feet above the ground level) lying within the limits of survey, shall be located. Monuments shall be set for bench marks outside the limits of construction at intervals not to exceed 1,400 feet. The location of benchmarks shall be coordinated with the design such that a minimum of one monumented bench mark is located within the limits of each sheet of the construction plans.
- c. Surface appurtenances of said utilities such as water meters, hydrants, valves, junction boxes, and transformers shall be located. Utility poles shall be located with direction of overhead lines, as well as support structures such as guy poles and guy anchors. Accessible sanitary and drainage structures and pipes shall be located with rim and invert elevations, size, material and direction of pipes.

6. Utility Location Information Requirements

- a. Determine by excavation, the horizontal and vertical location of existing pipelines at the proposed "tie-in" points.
- b. Existing utilities shall be shown on the plans in accordance with the requirements of CI/ASCE 38-02, ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Existing utilities shall be identified by a Subsurface Utility Quality Level Index and shown by an appropriate abbreviation and legend.
- c. The following Note shall be placed on the plan and profile drawings: NOTE: This drawing was prepared in conformance with ASCE standard CE/ASCE 38-02" American Society of Civil Engineers Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".
- d. Existing utility information shall be identified in accordance with Existing Utility Quality Levels of the previous stated Guideline. Existing Utility Quality Level Index Notes, corresponding Legend and Abbreviations, and a Horizontal and Vertical data table shall be placed on the plan and profile drawings. The date(s) of the field work shall be given with the Subsurface Utility Data.

7. Survey Deliverables

- a. Electronic submittal at 90% Design Submittal: All survey field notes and other pertinent survey data in electronic format shall be provided at the 90% design review meeting. Data shall include but not be limited to the following:

- Computations – Traverse closures and control coordinates
 - Electronic files of the data collected, control, title search of public records, last deeds of records or other data utilized in the survey effort.
 - Survey Map Report
 - Surveyor shall prepare and submit a QA/QC surveying review checklist. The surveyor shall be responsible for the QA/QC process of their services.
 - The survey electronic files shall be signed and sealed by a registered surveyor by creating “Signature” file in accordance with Chapter 5J-17.062 (formerly Chapter 61G17-7.0025) FAC
- b. Electronic files shall be sealed by creating a “signature” file that contains the Surveyor, date, a brief overall description of the documents and a list of the electronic files to be sealed. Each file in that list shall be identified by its file name utilizing relative Uniform Resource Locator (URL) syntax (RFC) 1738, December 1994.
 - c. Each file shall have an authentication code defined as an SHA-1 message digest described in Federal Information Processing Standards Publication 18j0-1 “Secure Hash Standard,” 1995 April 17.
 - d. For those sheets that are electronically signed and sealed by a registered surveyor, the following notice shall be placed legibly on the sheet. The notice shall be located outside and along the right sheet border line, within 1/8 inch of the line and beginning within one inch of the bottom sheet border line.

“NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 5J-17.062, FAC”

Geotechnical Investigation and Environmental Assessment

1. Perform a geotechnical investigation to facilitate design of the proposed pump stations and construction of the project.
2. Coordinate with the geotechnical sub-consultant to define project extent, proposed location of new and existing utilities, location of different construction activities and methodologies.
3. The results of the geotechnical investigation shall be summarized in a report that includes the following:
 - a. Soil boring logs and classifications;
 - b. Existing groundwater levels and estimated seasonal high levels;
 - c. Wet well and pipe trench preparation and backfill recommendations; and,
 - d. Other concerns as appropriate.
4. Review the geotechnical report and incorporate any recommendations and findings regarding soil and groundwater conditions into the design construction documents.

5. Determine potential groundwater contamination points that may affect construction techniques and the acceptable point of discharge of groundwater from construction trench dewatering. If potential contamination points are suspected, groundwater sampling shall be performed and water samples provided to a lab for analyzing for the water quality parameters specified in the FDEP Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity, Chapter 62-621, paragraph 62-621.300(2), F.A.C. Should the results of the water analysis exceed the allowable levels of the parameters specified in the Screening Values for Discharge of Produced Ground Water in the afore mentioned Permit, the Engineer shall provide recommendations in the report to remedy the discharge of the contamination when dewatering.
6. Perform an environmental assessment (if required, shall be discussed with PM) to determine presence and extent of contaminants, wetlands and other environmental concerns that may affect construction. The results of the environmental assessment shall be summarized in a report.
7. The geotechnical report (and environmental assessment report) shall be submitted to the County. Additionally, an unbound copy shall be included with the unbound technical specifications submitted for bidding purposes.

Ecological Investigation

1. Provide ecological consulting services to ensure compliance with any permitting requirements of the Florida Department of Environmental Protection, South Florida Water Management District, Florida Fish and Wildlife Conservation Commission, the Orange County Environmental Protection Division and other governmental agencies as applicable.
2. Identify existing wetlands; perform corridor assessment to evaluate existence of threatened and endangered species and quality of potentially jurisdictional wetlands.
3. Request and conduct site reviews with governmental agencies for wetlands determination.
4. Prepare reports and permit applications related to ecological conditions at the Project, determine mitigation requirements and alternatives if applicable
5. Provide other biological and ecological support data as necessary in order to represent the Department's interest with governmental agencies

Construction Documents

The construction documents shall be complete and meet all requirements for competitive bid of the construction contract and subsequent construction of the Project. All documents shall comply with **Attachment B-Supplemental Requirements For Design and Record Documents** and the current requirements of the Manual including but not limited to Chapter 2 General Requirements and Design Standards, 3.03 Construction Plans. A quality assurance and "constructability" review shall be provided prior to all submittals to the Department. Design services will include submittal of

construction documents at the 60%, 90%, and 100% level of completion.

60% Construction Document Submittal

The 60% complete construction document submittal shall be defined as a complete set (all sheets that will be in the bid package) of drawings for construction of the proposed water and reclaimed water ground storage tanks and pumping facilities including all plan and profile drawings indicating all survey and topographic information, all existing utility locations, all new utility connections, all applicable construction details, a preliminary draft of all sections of the technical specifications and an opinion of the probable construction cost. If determined by the PM that the 60% level of completion requirements are not met, the corrected 60% construction documents shall be resubmitted and, if applicable, another 60% review meeting shall be attended by the Engineer.

The following items shall be addressed on the plans and/or submitted with the 60% construction documents:

1. Submit all survey field notes and other pertinent survey data in electronic format. Data shall include but not be limited to the following:
 - a. Computations – Traverse closures and control coordinates
 - b. Electronic files of data collected, control, title search of public records, last deeds of records or other data utilized in the survey effort.
 - c. Survey Map Report
 - d. If applicable, three (3) copies of any easement boundary surveys, signed and sealed by the Surveyor, and a digital copy as a single PDF file of all surveys.
2. All survey requirements stated in Chapter 2, Paragraph 3.03K. Survey Requirements of the Manual shall be met.
3. The Surveyor's name, registration number, and the date the survey was performed shall be indicated on the construction drawings.
4. The Drawings shall state what datum was used to set the controls shown on the Drawings.
5. Any boundary surveys shall be shown on the construction drawings.
6. The baseline with state plane coordinates and elevations shall be shown on the plan and profile sheets. Stations and offsets from the baseline to the proposed mains shall be shown. Found or set monuments for rights-of-ways, easements, or pump station sites shall be adequately depicted on the construction drawings.
7. All existing utilities shall be shown on the plans in accordance with the requirements of CI/ASCE 38-02, ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Existing utilities shall be identified by a Subsurface Utility Quality Level Index and shown by an appropriate

abbreviation and legend. The following Note shall be placed on the plan and profile drawings:

NOTE: This drawing was prepared in conformance with ASCE standard CE/ASCE 38-02" American Society of Civil Engineers Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

8. Existing utility information shall be indentified in accordance with Exhibit 2111-1. Existing Utility Quality Levels of the Manual. Existing Utility Quality Level Index Notes, corresponding Legend and Abbreviations, and a Horizontal and Vertical data table shall be place on the plan and profile drawings.
9. The date(s) of the field work shall be given with the Subsurface Utility Data. **Failure to properly locate Utility Quality Level A utilities may require the Engineer to pay all incidental costs for the need to relocating the proposed pipe(s) during construction as a result of existing utility location errors as shown on the plans.**
10. Utility quality level A locations and attribute information are required for existing utilities named as follows:
 - a. all utilities along the proposed pipe within 10' from either side of the centerline of the proposed pipe at minimum intervals determined by the PM,
 - b. proposed pipe crossings of existing utilities, and
 - c. proposed pipe connections to existing utilities
11. Present verification that Sunshine One was notified including,
 - a. List of Utilities with matching design ticket provided by SSOCOF One Call.
 - b. Copies of letters requesting markups sent to utilities
 - c. Verification of follow-up with utilities that did not respond by date requested
12. Submit seven (7) sets of construction drawings and technical specifications and a digital copy as a single PDF file at a 60% level of completion to the Department for review.
13. Meet with the Department to discuss the 60% submittal, prepare a written list of Department comments, submit to Department for verification and subsequently revise the construction documents per the Department's comments.

90% Construction Document Submittal

The 90% complete construction document submittal shall be defined as a complete set of **bid ready** construction drawings and technical specifications with all Department's 60% review comments addressed, the Bid Schedule and a signed and sealed opinion of the probable construction cost. A design Asset Attribute Table shall be included in the 90% plans in accordance with the requirements of the Manual. If determined by the PM

that the 90% level of completion requirements are not met, the corrected 90% construction documents shall be resubmitted and, if applicable, another 90% review meeting shall be attended by the Engineer.

1. Submit seven (7) sets of construction drawings and technical specifications and a digital copy as a single PDF file of the 90% to the Department for review.
2. Meet with the Department to discuss the 90% submittal, prepare a written list of Department comments and submit to Department. Red-line a set of plans showing the Departments 90% review comments. Red-line and flag each page of the specification showing the Departments 90% review comments. Submit the red-lined documents to the Departments PM for their submittal to the Departments Design Review Group. Do not make changes to the project documents until instructed.
3. Meet with the PM and the Design Review Group. The Design Review Group will perform a final review.
4. Incorporate any final comments from the Design Review Group into the 100% complete drawings and specifications. Submit four (4) signed and sealed hardcopy sets of construction drawings and technical specifications, a digital copy of the drawings and specifications as a single PDF and a copy of the drawings in AutoCAD™ Release 14 format to the County. Specifications will be in Microsoft Word™ format.

Permitting

1. Prepare and submit all required Project related permit applications and supporting documentation necessary to obtain required permits for construction and operation of the Project from all agencies (for example Florida Department of Environmental Protection, Florida Department of Transportation, County Public Works Department, Water Management Districts, etc.) with jurisdiction over the Project.
2. Respond to all requests for additional information from permitting agencies.
3. Pay fee for all permits. The Department will reimburse fees paid by the Engineer.

Public Relations: Community Meeting/Public Notification-Flier Production and Mailing Procedure

The Engineer shall prepare for and conduct a pre-construction community meeting to discuss the proposed construction with potentially affected property owners.

1. Determine and recommend to the PM the location of schools, meeting halls, etc. that would be appropriate for a community meeting for the Project.
2. Provide notification of the community meeting to owners of property adjacent to and or affected by the proposed construction:
 - a. Obtain the Community Meeting Notice guidelines and coordinate with the Departments PM (or Department designee);

- b. Address the procedures and information for notice production and mailing in **Attachment C-Community Meeting Notice Production and Mailing Procedure**;
 - c. Determine the design and contents of the notice; and,
 - d. Determine the number of notices to be printed and the property mailing addresses.
3. Mail Department approved notice to affected property owners.
 4. Attend community meeting, prepare agenda, necessary presentation boards and exhibits, make a presentation to attendees and address questions.
 5. Provide the PM with a written summary of items discussed and any concerns raised by the attendees concerning the pending project.

Bidding Assistance

1. Create construction drawings and specifications for bidding and ePlan™ distribution by the Orange County Procurement Division. Provide Purchasing:
 - a. Three (3) hard copies of half- size plans
 - b. One (1) single-sided hardcopy of specifications, unbound
 - c. One (1) CD with file of Bid Schedule, Index of Drawings, Drawings Table of Contents
 - d. Two (2) CD's each containing 2 file folders
 - i. 1 folder contains pdf of plans
 - ii. 1 folder contains pdf of specifications
2. Attend a pre-bid conference scheduled by the Department.
3. Consider written questions from bidders related to the Project and prepare all addenda as required to interpret, clarify or expand the Bidding Documents. Submit addenda to department in a timely manner that allows reception of addenda by all bidders no later than a minimum of five (5) days prior to bid opening date.
4. Attend the bid opening and obtain copies of all bids
5. Prepare a tabulation of all bids received, review and evaluate the apparent three (3) lowest bidders' unit prices, similar projects and references and make recommendations to Department's PM regarding the award of the construction contract.
6. Attend one (1) informal and one (1) formal bid protest hearing; if applicable.
7. Provide necessary documents to rebid the project, repeat previous items 3, 4, and 5, if applicable.

Construction Administration

The Department's Construction Division provides construction inspection. If requested by the Construction Division, the engineer will provide general consultation and advice. All instructions to the Contractor(s) shall be issued through the Department. The following tasks will be accomplished during the construction phase.

1. Modify bidding documents, if required, and obtain all County/Purchasing required and contractor executed documents; provide the County ten (10) full size and five (5) half-size signed and sealed sets of the construction drawings and fifteen (15) complete Project Manuals (collectively referred to as the "conformed" Contract Documents) for the Department's use during the construction phase of the Project.
2. Provide PM a scanned digital version of the hard copy Conformed Construction Drawings in protected Adobe Acrobat document file (pdf) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.
3. Provide a digital version of the Conformed Construction Drawings submitted in AutoCAD (.dxf or .dwg) format.
4. Plan, organize and conduct a pre-construction conference; distribute Conformed Contract Documents, take meeting minutes and distribute written minutes to all attendees.
5. Review shop drawings and product submittals for conformance with the Contract Documents.
6. Attend monthly construction progress meetings, take meeting minutes and distribute minutes to all attendees. Concurrently on the day of the monthly construction progress meeting, observe the construction of the Project and discuss any concerns with the Department.
7. On a monthly basis review contractor surveyor certified as-built Asset Attribute Table and Pipe Deflection Table and provide comment to Department.
8. The Construction Division executes change orders. If requested by the Department, evaluate requests for changes in contract price and time made by the Contractor and prepare change orders if required.
9. Conduct substantial and final completion inspections of Project and prepare appropriate "punch lists".
10. Review Asset Attribute Table prepared by the construction contractor's State of Florida registered Professional Surveyor; review and revise the Asset Attribute Table to reflect as-built/record drawing information provided by the contractor
11. Prepare Record drawings in accordance with **Attachment B**-Supplemental Requirements for Design and Record Documents; provide three (3) sets of prints of the record drawings and an electronic file of the record drawings utilizing the AutoCAD™ latest format to the Department; additionally provide electronic files of scanned images of the record drawings in the ".tif" file format to the Department.

12. Prepare necessary documents and submit the Project certification of completion and any necessary partial certifications to the FDEP to obtain all approvals for release of the water main (and reclaimed water main, if applicable) for use.

ORGANIZATIONAL CHART

An expanded organizational chart may be requested once an engineering firm is selected to perform the Project.

Attachment A
Minimum Requirements
For Survey Accuracy and Control

Surveying services are to provide Orange County Utilities with sufficient data to ascertain that proposed water, wastewater, reclaimed water mains and pump station sites are within the existing and/or proposed rights of way, easement or site boundary and as indicated on the construction drawings.

Horizontal and Vertical Controls

Horizontal and vertical controls shall be shown on the design drawings sufficiently to determine locations and elevations for the contractor to establish his work.

- Vertical control data shall be based on the North American Vertical Datum 1988. Benchmark(s) shall be provided for each of the Design Drawings.
- The horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.

Rights-of-Way, Easements, and Pump Station Sites

Any survey of rights-of-ways, easements, and pump station sites shall either meet or exceed Chapter 61G17-6 FAC "Minimum Technical Standards" or meet or exceed standards in Table 01720-1 Minimum Survey Accuracies Table in the OCU Capital Improvement Program standard specifications, whichever is more stringent. The survey of easements shall be executed as boundary surveys.

Control and Traverse Points Positional Reliability

Control and traverse points which comprise the overall geometry of the survey shall maintain a minimum positional reliability of 1:10,000 feet relative to the nearest geodetic control station and shall be shown on the survey. All baseline control traverses shall be tied to a least two existing horizontal controls of second order class I or higher standards or a control established by the County. In the event that a control monument will be established by GPS techniques, control monuments as a minimum will be available with State Plane Coordinates at each end of the traverse. Location of easements, R/Ws, and pump station sites shall be monumented.

Survey Map Report

A Survey Map Report shall be prepared. At a minimum, the Survey Map Report shall identify real estate title information used, measurements and computations made, accuracies obtained for the survey traverse, rights-of-way, easements, and pump station site, information obtained from surveying, possible boundary issues, and obstructions within the easements. The Report shall also describe the positional accuracy for the control points and bench mark elevations that were used.

Electronic submittal at 60% Design Submittal

All survey field notes and other pertinent survey data in electronic format shall be provided at the 60% design review meeting. Data shall include but not be limited to the following:

- Computations – Traverse closures and control coordinates
- Electronic files of data collected, control, title search of public records, last deeds of records or other data utilized in the survey effort.
- Survey Map Report
- Surveyor shall prepare and submit a QA/QC surveying review checklist. The Surveyor shall be totally responsible for the QA/QC process of their services
- The survey electronic files shall be signed and sealed by a registered surveyor by creating a "signature" file in accordance with Chapter 61G17-7.0025, FAC.
 1. Electronic files shall be sealed by creating a "signature" file that contains the Engineer, date, a brief overall description of the documents and a list of the electronic files to be sealed. Each file in the list shall be identified by its file name utilizing relative Uniform Resource Locators (URL) syntax described in the Internet Architecture Board's Request for Comments (RFC) 1738, December 1994, which can be obtained from the Internet website: <ftp://ftp.isi.edu/in-notes/rfc1738.txt>
 2. Each file shall have an authentication code defined as an SHA-1 message digest described in Federal Information Processing Standard Publication 18j0-1 "Secure Hash

Standard,” 1995 April 17, which can be obtained from the internet website:

<http://www.itl.nist.gov/fipspubs/fip180-1.htm>

3. For those sheets that are electronically signed and sealed by a registered surveyor, the following note shall be placed legibly on the sheet. The note shall be located outside and along the right sheet border line, within 1/8-inch of the line and beginning within one inch of the bottom sheet border line.

*“NOTICE: THE OFFICAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE
SIGNED AND SEALED UNDER RULE 61G17-7.0025, FAC”*

**Attachment B
Supplemental Requirements
For Design and Record Documents**

Engineering services are to provide Orange County Utilities with sufficient data to ascertain that proposed water, wastewater, reclaimed water mains and pump station sites are within the existing and/or proposed boundaries and as indicated on the construction drawings. ***A meeting with the OCU Project Manager, Engineer and Surveyor is required to define scope of services.***

Horizontal and Vertical Controls

Horizontal and vertical controls shall be sufficiently shown on the design drawings for the contractor to determine locations and elevations to establish his work.

Rights-of-Way, Easements, and Pump Station Sites

Survey information for rights-of-ways, easements, and pump station sites shall be adequately depicted on the design drawings.

Design Asset Attribute Data Table

Both a design Asset Attribute Table and a partially complete contractor surveyor's as-built Asset Attribute Table shall be included in the design drawings. Assets include bench marks, fire hydrants, blow-off valves, air release valves, master meters, meter box, cleanouts, pump station, manholes, system valves, fittings, piping @ 100' maximum intervals, restrained pipe, connections, bore and jack casing, direction drilling beginning and end, and numbering procedure. As a reference, see Table A "Types of Assets" and Table B "Asset Attribute Data Form Example".

**Table A
Types of Assets**

Asset/Location	Location: horizontal center and vertical top, unless otherwise specified
Bench Marks	Point
Horizontal Control	Point
Easements and Tracts	Survey Monuments
Civil Site, Topographic and Foundation Drawings	All
Hydrants	Operating Nut
Blow off Valves	Valve Enclosure
Air Release Valves	Valve Enclosure
Master Meters	Register
Meter Box	Top of Meter Box
Clean-out	Top of Clean-out
Pump Station	Top Center of Wet Well and Pipe Inverts
Manholes	Top Center of Cover
Manhole	Pipe Inverts
System Valves	Operating Nut and Valve Body
Fittings	Top of Fitting and Ground
Piping at 100' max intervals	Top of Pipe and Ground
Restrained Pipe	Limits
Connections	Pipe Invert
Bore & Jack Casing	Top of Casing at Limits of Casing
Existing Utilities*	Conflicts

* Existing utilities including but not limited to water, wastewater, reclaimed water, storm, fiber optic cable, electric, gas and structures within the limits of construction.

Design Construction Documents Design Reviews

Pipe deflections shall be designed to not exceed the pipe manufacturer's recommended maximum deflection. Engineer shall add fittings to the design when the pipe deflections would exceed the pipe manufacturer's recommendations. Design drawings and specifications shall be in accordance with the OCU Standards and Construction Specifications Manual. Any modifications to OCU Standard Details shall be noted during the 60% and 90% design review meetings.

The Engineer shall prepare and submit a QA/QC engineering review checklist during design reviews. The Engineer shall be totally responsible for the QA/QC process of their services.

The Engineer shall include the most current Section 01720, Project Record Documents, of the OCU Capital Improvement Project standard specifications, and if applicable, Section 01516, Collection System Bypass in the project construction specifications.

Bid-Ready Checklist

After the 90% design review meeting, Engineer shall submit the following:

- Engineer's review comment tracking spreadsheet completed
- Supplementary Conditions, if applicable
- Project construction schedule included in the specifications
- Geotechnical report included
- Current status of each permit required
- Current status of easement sketches and descriptions
- Bid form (must match Measurement and Payment specification section)
- Engineers construction cost estimate

Conformed Contract Documents

The Conformed Contract Documents submittal shall include:

- A scanned digital version of the certified, hard copy Conformed Construction Drawings in protected Adobe Acrobat document file (pdf) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.

Record Drawings

The Engineer shall develop the Record Drawings from the Construction Record Documents supplied by the Contractor. The Engineer shall identify substantive deviations from the original design documents and state whether the deviations are such that the original engineering design intent has, or has not, been "materially" accomplished by the finished construction. The Engineer shall fully and completely delineate the scope of the Engineer's work in preparing all Record Documents and indicate what specific services were performed by the Engineer, or the engineering firm, upon which the opinion in the Engineer's certification is based. The National Council of Engineering Examiners & Surveyors (NCEES) suggests that such a statement should include statements noting.

- That the "record/as-built" drawing is a compiled representation of the constructed project;
- A listing of the sources and the basis of information used in the preparation of the "record/as-built" drawing;
- That the drawing is believed to be correct to the best of the Engineer's knowledge; and
- That the drawings meet the design intent including, but not limited to location of installed assets and pipe deflections.

Appropriate notes on the Record Drawings or disclosures accompanying the certification can clarify an Engineer's determination that such modifications do or do not "materially" affect the permitted design.

An Asset Attribute Table, certified by the contractor's surveyor, shall be included in the Record Drawings. In addition the utilities asset and coordinates shall be indicated on each sheet of the Record Drawings for the assets shown on that drawing. Assets and coordinates for each sheet shall be shown in a table formatted identically to overall project Asset and Coordinate Table.

The Record Drawings submittal shall include:

- Three (3) certified, full size, hard copy sets of Record Drawings signed and sealed by the Engineer of Record.
- A scanned digital version of the certified, hard copy Record Drawing in protected Adobe Acrobat document file (pdf) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.
- A revised digital Record Drawing shall be submitted in AutoCAD (.dxf or .dwg) format.
- The electronic files shall be signed and sealed by creating a "signature" file in accordance with Chapter 61G15-23.003, FAC.

■

1. Electronic files shall be sealed by creating a "signature" file that contains the Engineer, date, a brief overall description of the documents and a list of the electronic files to be sealed. Each file in the list shall be identified by its file name utilizing relative Uniform Resource Locators (URL) syntax described in the Internet Architecture Board's Request for Comments (RFC) 1738, December 1994, which can be obtained from the Internet website: <ftp://ftp.isi.edu/in-notes/rfc1738.txt>
2. Each file shall have an authentication code defined as an SHA-1 message digest described in Federal Information Processing Standard Publication 18j0-1 "Secure Hash Standard," 1995 April 17, which can be obtained from the internet website: <http://www.itl.nist.gov/fipspubs/fip180-1.htm>
3. For those sheets that are electronically signed and sealed by the Engineer, the following note shall be placed legibly on the sheet. The note shall be located outside and along the right sheet border line, within 1/8-inch of the line and beginning within one inch of the bottom sheet border line.

"NOTICE: THE OFFICAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, FAC"

TABLE B
Asset Attribute Data Form Example

Asset Type	I.D. Number	Utilities Asset Number	UTILITIES Asset Coordinates		
			Northerly	Easterly	Elevation
Bench Marks	BM-1		1605466	450720.5	86.04
Horizontal control	HC-1		1605700	450879	N/A
Horizontal control	HC-2		1605333	450773.1	N/A
Fire hydrant	FH-1		1605630	450920.4	N/A
Fire hydrant	FH-2		1605162	450024.6	N/A
					Depth
Gate valve	GV-1		1605631	450533.2	2.9
Gate valve	GV-2		1605400	450765.8	3.4
Plug valve	PV-1		1605024	450123.7	3.3
Plug valve	PV-2		1605626	450245.4	2.6
Blow off valve	BO-1		1605805	450057.3	N/A
Blow off valve	BO-2		1605030	450126.2	N/A
Air release valve	ARV-W1		1605647	450939.9	N/A
Air release valve	ARV-FM2		1605978	450490.1	N/A
Master meter	MM-1		1605290	450130.2	N/A
Master meter	MM-2		1605900	450883.9	N/A
Detector check meter	DCM-1		1605244	450848.8	N/A
Detector check meter	DCM-2		1605829	450035.9	N/A
Clean-out	CO-1		1605290	450130.2	N/A
Clean-out	CO-2		1605900	450883.9	N/A
Force Main Fitting	FMF-1		1605024	450123.7	3.3
Water Main Fitting	WMF-1		1605626	450245.4	3.6
Reclaimed Water Fitting	RWMF-1		1605680	450302.7	3
Water Piping	WM-1		1605290	450130.2	2.8
Force Main Piping	FM-1		1605900	450883.9	4
Reclaimed Water Main Piping	RWM-1		1605900	450883.9	3.2
Restrained Water Main	RSWM-1		1605631	450533.2	

Limits of restraint

Restrained Force Main	RSFM-1		1605400	450765.8		Limits of restraint	
Restrained Reclaimed Water Main	RSRWM-1					Limits of restraint	
			1605024	450123.7			
Water Main Connection	WMC-1		1605626	450245.4			
Force Main Connection	RMC-1		1605030	450126.2			
RW Main Connection	RWMC-1		1605805	450057.3			
Water B&J Casing	WMBJC-1		1605900	450883.9			
Force Main B&J Casing	FMBJC-1		1605647	450939.9			
RW B&J Casing	RWBJC-1		1605978	450490.1			
Other Utility Line Conflicts	CONFL-1		1605290	450130.2			
	I.D.	Asset Number			Top Center	Infl. Pipe Invert	Wet Well Bottom
	Number		1605829	450035.9			
PS top center of wet well	PS-1		1605643	450370.8	87.04	73.25	68.20
	I.D.	Asset Number	Asset Coordinates		Top Elevation	Invert Elevations	
	Number		Northerly	Easterly		N	S
Manhole	MH-1		1605320	450196.7	88.19	73.50	73.60
Manhole	MH-2		1605160	450726.7	87.48	75.35	75.45

ATTACHMENT C
Community Meeting Notice Production and Mailing Procedure

Purpose: Notification of all owners of property adjacent to or affected by the proposed utility infrastructure construction.

Note: Project engineering consultants (engineer) preparing fee proposals for Department Capital improvements Projects will include a line item and fee in their proposal for coordinating with Department (PM) for the development, printing and mailing of community meeting notices. Fee direct costs can be determined by examination of the area of the project utilizing tax maps, etc.

General Procedure:

1. Engineer identifies a location for the community meeting that is in proximity of the proposed construction and provides location to PM.
2. PM establishes date for the community meeting and coordinates with District Commissioner's Office.
3. Engineer identifies properties adjacent to/affected by proposed construction utilizing County Buffer Notification Criteria or instructions from PM and obtains property owner's mailing address. Consultant develops mailing list and provides a copy upon request to the PM.
4. Engineer coordinates with PM to develop a color, computer generated, 8½ x 11-inch size community meeting notice with location map utilizing Word™ and based on OCU guidelines. (PM provides Community Meeting Notice guidelines.)
5. PM sends draft notice to Department Public Information Officer (PIO) for review and final approval by Department Director. PIO requires 10 working days from receipt of draft notice for approvals.
6. PM has consultant make any changes required by the PIO and sends final notice to the PM to obtain final approvals. This may require two iterations.
7. Approval of the notice with any changes will be given to consultant for printing* and mailing. All notices will meet the requirements set by the County, the Department and the Orange County Public Notification Task Force.
8. Date for community meeting/notice mailing is determined as follows:
 - Notice of construction community meeting - Meeting is held during period between finish of design but before advertising for construction bids. Included in this notice is the anticipated construction start date. Property owners should receive notice two (2) weeks prior to the meeting.
 - For notices for construction status for projects that are 1 year or more in length, a notice may be sent to the subject property owners every 6 months starting from the date of the first construction status notice mailing. The notice shall give the status of the project.
 - Additional notices may be needed if an urgent or emergency situation arises on the project where public notification is warranted.

**Fliers shall be printed on white glossy recycled 8 ½ x 11-inch paper.*

**Paper stock shall be a minimum of 60lb weight. Printing shall utilize the four-color process.*

CONTRACT

Y19-818

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 ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY (WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT

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 ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY (WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "ENGINEERING SERVICES FOR EASTERN WATER RECLAMATION FACILITY (WRF) PHASE 6A PLANT RECLAIMED WATER SYSTEM EXPANSION PROJECT", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

II
PAYMENT

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a >lump sum of >fee not to exceed \$>_____said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PAYMENTS:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items.

All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.

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

F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.

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

H. **MULTIPLIERS**

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

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

I. **PRICE ADJUSTMENT**

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

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

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

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

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

III

DESIGN WITHIN FUNDING LIMITATIONS

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

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

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is \$20,000,000, or as modified by the County.
- D. THE CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV
RESPONSIBILITY OF THE CONSULTANT

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

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

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

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

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

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

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

- C. Prompt written notice by the COUNTY to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII **TERMINATION OF CONTRACT**

A. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

B. TERMINATION FOR CONVENIENCE:

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

C. PAYMENT IN EVENT OF TERMINATION:

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

D. TERMINATION NOTICE

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

**VIII
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

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

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

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

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

Required Coverage:

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

Required Endorsements:

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

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

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

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

Required Endorsements:

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

- Professional Liability- with a limit of not less than \$10,000,000 per occurrence/claim

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

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

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

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

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

The certificate holder shall read:

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

INDEMNIFICATION- CONSULTANTS:

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

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

The Consultant shall at all times:

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

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

IX

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.