

ISSUE DATE: April 15, 2019

NOTICE

REQUEST FOR PROPOSALS

FOR

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE  
LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY**

**RFP #Y19-820-RM**

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 16, 2019, for PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY.**

**A Non-Mandatory Pre-Proposal Conference** will be held **April 22, 2019, at 1:30 P.M.** at the **Public Works Complex 3rd Floor Conference Room, 4200 S. John Young Parkway, Orlando, FL 32839.** Interested Proposers are encouraged to attend.

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

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

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

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

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Rolando Melo at (407) 836-5644. **You may contact Rolando Melo at any time during this process, including during the blackout period.**

RFP # Y19-820-RM  
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)	10
CONTRACT AWARD CRITERIA	12
REFERENCE CHECKS	13
VERIFICATION OF EMPLOYMENT STATUS	13
WEIGHTED CRITERIA	14
SIMILAR PROJECTS	15
EXPERIENCE OF PROJECT TEAM	16
VOLUME OF WORK	16
ORAL PRESENTATIONS	17
PROCEDURES AFTER RECEIPT OF PROPOSALS	17
COST AND PRICING DATA	18
SUPPORTING DOCUMENTATION	19
DEBRIEFING OF PROPOSERS	19
PROPRIETARY INFORMATION	19
DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/STATEMENTS OF WORK	20
EXHIBIT A SCOPE OF SERVICES	
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
<b>NOT USED</b>	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	FORM O
E-VERIFICATION CERTIFICATION	FORM P
DISLOCATED WORKERS	FORM WR
INSURANCE SAMPLE ENDORSEMENTS	

REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE  
LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY  
RFP # Y19-820-RM

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY.

**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 16, 2019, to:

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

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

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

A Non-Mandatory Pre-Proposal Conference will be conducted on April 22, 2019, at 1:00 P.M., Public Works Complex 3rd Floor Conference Room, 4200 S. John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

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

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

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

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

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:  
Request for Proposals Number Y19-820-RM  
Date of Opening - May 16, 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 Rolando Melo, Senior Contract Administrator, email [Rolando.Melo@ocfl.net](mailto:Rolando.Melo@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 3, 2019 to:

Rolando Melo, Senior Contract Administrator  
Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
[Rolando.Melo@ocfl.net](mailto:Rolando.Melo@ocfl.net)

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

15. **ORAL INTERPRETATION**

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

16. **DRUG FREE WORKPLACE**

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

17. **DRAFT CONTRACT**

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

18. **SOLICITATION CANCELLATIONS**

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

**TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (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.

**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.

**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.

### **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.

**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.

### **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.

### **SUBCONSULTANTS**

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

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

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

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.
18. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **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.

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

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on 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.

### **CONTRACT AWARD CRITERIA**

The County will award a single contract for this requirement.

### **KEY PERSONNEL**

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

### **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).

### **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.

## **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



## **SIMILAR PROJECTS**

“Similar Projects” for the purposes of this Request for Proposals has been defined as: **Stormwater treatment facility construction** project successfully **completed** within the 15 years immediately preceding the submittal date of this Request for Proposals and containing the following elements:

1. Design of a stormwater treatment facility having a wet detention pond, inflow/outflow components and outfall structure.
2. Permitting of stormwater retention facilities (must include preparation of application and issuance of permit for credit).
3. Preparation of bid documents (must include both final construction plans and technical specifications for credit).
4. Hydrologic and hydraulic modeling of channel and upstream reaches to determine channel capacity.
5. Preparation of Right-of-way maps, legal descriptions and parcel sketches for property acquisition (must include all three for credit).
6. Preparation of a design survey.
7. Preparation of floodplain impacts and wetland mitigation.
8. Preparation of landscaping plans.
9. Design of pump station.
10. Co-ordination with utilities.
11. Preparation of maintenance of traffic (M.O.T.) plans.

Work elements provided by the Owner or by individuals not employed by the consultant or his sub-consultants are not acceptable and will result in zero points being awarded for those elements.

The Consultant shall submit three (3) similar projects for the proposed Project Manager and Project Engineer. To be considered for one point, a project must contain elements one (1), two (2), and three (3) plus at least three (3) of the remaining elements. To be considered for half of a point, a project must contain elements one (1), two (2), and three (3). Projects not containing at least elements one (1), two (2), and three (3) will receive zero points. The project manager and engineer can submit the same projects, if more than three (3) similar projects are submitted only the first three (3) shall be considered.

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

To be credited as similar projects for the Project Engineer that individual must have served as the Project Manager, Project Engineer or Design Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration. To be credited as similar projects for each of the

remaining two (2) similar projects listed the individual must have served as Project Manager or Project Engineer for a substantial majority of the project activities and duration. **Substantial majority** shall be defined as 70% of the work.

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

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

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

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

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

## **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

## **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 and previous fiscal years **5 Points**

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

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

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

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

Firms with adjusted fees exceeding \$5,000,000 **0 Points**

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

**ORAL PRESENTATIONS**

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

**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

- c. <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.

### **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. **A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.**

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

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

## **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.

## **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.

## **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.**

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

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

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

**Exhibit A**  
**Little Wekiva River-Lake Lotus Park**  
**Regional Stormwater Treatment Facility**

**Final Engineering Design and Permits**  
**Scope of Services**

The Consultant shall provide final engineering design and construction plan preparation and complete project-related permits for the above referenced project. The Consultant shall perform those engineering services required to prepare a complete set of contract documents (plans and specifications) as described elsewhere herein.

The Consultant shall use the design concepts provided in the *Little Wekiva River-Lake Lotus Park Regional Stormwater Treatment Facility Report* (Feasibility Study). Refer to the following link:

**[ftp://ftp.ocfl.net./divisions/Public\\_Works/pub/Engineering%20Design/LAKE%20LOTUS%20REPORT/](ftp://ftp.ocfl.net./divisions/Public_Works/pub/Engineering%20Design/LAKE%20LOTUS%20REPORT/)**

The Consultant shall perform the required engineering services utilizing all the applicable materials and data collected and provided in Section Five Feasibility Evaluations, subsection 5.5 Alternative 5 of the Feasibility Study, modified to include treatment with biosorption activated media (BAM) in the dry pond.

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

The project is located on a vacant county owned 8.45-acre lot, east of Magnolia Homes Road, south-east of the Lake Lotus parking area/Maitland Boulevard, and north of Calloway Dr. The Consultant shall prepare plans for the construction of a Stormwater Treatment Facility as identified in the Feasibility Study, which is attached to this scope of work.

The proposed conceptual plan for the Project calls for an off-line treatment facility, including a wet detention pond, wetland treatment, and a FDOT retention pond modified with BAM. The proposed design shall include intake/diversion structures and a discharge structure downstream of the facility to control the water exiting the facility. The design shall also include the construction or improvement of necessary access to the facility for maintenance, as well as but not limited to any retaining walls, stream armoring, gabions, sheet pile weirs, and any other

stream protections deemed necessary for the protection of the surrounding environment. The Consultant, shall be responsible for the design and permitting of the Project. The Consultant shall also prepare construction documents, assist Orange County in bidding and provide post-design construction services.

Water from the existing channel shall be diverted into the project site using a low head diversion weir. The low head weir shall be constructed across the existing channel to increase water elevations in the immediate vicinity of the project site so that the constant flow is provided. The specific configuration of the inflow components shall be determined by the Consultant during the design phase based upon hydrologic modeling of the channel and upstream reaches.

The diverted water shall be detained in the proposed pond for pollutants removal and discharged to the wetland system via a proposed overflow weir for additional treatment. The flow from the wetland system shall be directed into the existing dry retention pond serving the Lake Lotus Park via a proposed stormwater lift station. The FDOT pond shall include BAM for additional treatment. Once this pond achieves the desired treatment elevation, the treated flows shall be discharged back into the Little Wekiva river thru control structures located on the eastern edge. Due to the extreme nature of the system, the design consultant shall ensure that the facility is designed to bypass high flow events in order to maintain integrity of the treatment facility.

The Consultant shall be responsible for the survey to be used in the project area. The Consultant shall complete all survey and permitting work needed for designing the ponds, lift station and determining the most efficient point of access for construction and permanent maintenance of the stormwater treatment facility.

The Consultant shall design the process for the periodic maintenance and inspection needed for the proper operation of the facility. The process, including inspection frequency and parameter thresholds indicating maintenance activities, shall be defined in an Operation and Maintenance Manual which shall be provided to Orange County on completion of the project. Any necessary procedure or equipment needed for maintenance activities, including the settling pond dredging, shall be designed or recommended by the Consultant.

The lump sum fee and man-hour requirements shall be presented utilizing forms in Exhibit B. A general Project Schedule shall be attached to the fee proposal as Exhibit C.

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

1. Administration
2. Public Information
3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering
6. Design Surveys
7. Geotechnical Services
8. Post Design Services



This Scope of Services addresses each task within these elements and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within 720 days (inclusive of four-week review periods by County for review of progress submittals) upon written authorization from the COUNTY.

## **1.0 Administration**

### **1.1 Notice to Proceed Meeting**

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

### **1.2 Project Meetings**

The appropriate members of the Consulting team shall attend periodic meetings (up to seven (7)) with the Orange County Project Manager and staff to discuss project progress and status, technical issues such as constructability, utility coordination, right-of-way requirements, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

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

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

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

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

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

The Consultant shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 30%, 60%, 90%, and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

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

## **1.6 Utility Coordination**

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 60%, 90%, 100% and final review stages to the utilities for review, confirmation of utility location and relocation purposes. The development of the project plans shall incorporate and consider the input provided by each utility. The Consultant shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal, the Consultant shall provide a list of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. The Consultant shall also provide a summary of the response received from each Utility.

The Consultant shall conduct timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall hold utility coordination meetings at Orange County Public Works at 60% and 100% plans as necessary, and shall furnish the most recent project schedule to the utility companies. The Consultant shall prepare and distribute the meeting minutes following each of these meetings.

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

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

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

## **1.7 Coordination with project stakeholders (Limiting Amount)**

Any required coordination related to the design with any other city, county, or any Orange County department outside of Public Works shall be handled by the Consultant.

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

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

## **1.9 Deliverables**

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

- Project meeting minutes
- Final design project Schedule

- Construction Time Estimate
- Cost Estimate
- Utility Conflict Matrix

### **1.10 Pay Item**

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

- Administration

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

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

### **2.1 Small Group Meetings**

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

### **2.2 Newsletters**

The Consultant shall prepare and distribute project newsletters at the following three (3) milestones during the design:

1. Within two weeks of the Notice to Proceed
2. At the start of the right-of-way acquisition process
3. When the project is advertised for bids

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

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

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

shall be in Microsoft Word or PDF format. The information shall be consistent with the county template.

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

#### **2.4 Mailing List**

The County shall provide the Consultant with the final mailing list that was used for the Feasibility Evaluation Report for Little Wekiva River – Lake Lotus Park Regional Stormwater Treatment Facility, and with a current list of property owners and their addresses. The list shall contain all homeowners/property owners located within the study corridor as determined by the County. The Consultant shall review the two lists and shall combine them to create the initial mailing list for the final design process. The County shall provide the Consultant with an updated list of homeowners/property owners prior to the mailing of each newsletter. The Consultant shall update the mailing list with the information provided by the County prior to mailing the newsletters. The Consultant shall also expand the initial mailing list throughout the duration of the project to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

#### **2.5 Deliverables**

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

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

#### **2.6 Pay Item**

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

- Public Involvement Plan

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

The Consultant shall prepare the Little Wekiva-Lake Lotus Park Regional Stormwater Treatment Facility Design Package. This work effort includes the design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and for Orange County to ensure the project is built as designed and to specifications. The Consultant shall provide 30%, 60%, 90% and 100% progress

review submittals in 11 inch x 17 inch format. All text shall be clear and legible on 11” x 17” plans. 11” x 17” plans shall identify the scale of the drawing in both numerical and graphic formats. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant’s Project Manager certifying that the submittal completely addresses the required items as listed on the check list. Each review submittal shall include documentation of the internal Quality Assurance and Quality Control review conducted by the Consultant. The Consultant shall complete designs required for all aspects of the project as specifically described herein.

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

### **3.1 Project Design**

The Consultant shall complete all design analysis, studies, and geotechnical investigations as required to complete design of Stormwater Treatment Facilities as outlined in the Feasibility Study for *Little Wekiva River-Lake Lotus Park Regional Stormwater Treatment Facility*. Refer to the link below:

**[ftp://ftp.ocfl.net./divisions/Public\\_Works/pub/Engineering%20Design/LAKE%20LOTUS%20REPORT/](ftp://ftp.ocfl.net./divisions/Public_Works/pub/Engineering%20Design/LAKE%20LOTUS%20REPORT/)**

This effort shall include, but not be limited to the following:

#### **3.1.1 Collect and Review Available Data**

The consultant shall collect and review available information regarding the project site and the contributing watershed. Agencies to be contacted include, but are not limited to Orange County, St Johns River Water Management District (SJRWMD), the National Oceanic and Atmospheric Administration, the United States Geological Survey (USGS) and FDOT. Information to be collected shall include, at a minimum, discharge rates, water quality, aerial photography, boundary and topographic surveys, hydrologic data (i.e. rainfall, evaporation, etc.), flooding complaints, maintenance records, design reports, permit application packages, construction drawings, and record or as-built drawings.

#### **3.1.2 Attend Initial Coordination Meeting**

The Consultant shall attend an initial coordination meeting with representatives of agencies and local governments that may exercise environmental permitting jurisdiction over the proposed Project improvements. The intent of the meeting shall be to establish which agencies and local governments shall require a permit, and to solicit their initial feedback on the proposed Project. These agencies include FDEP (ERP), SJRWMD (ERP), United States Army Corps of Engineers (USACOE) (dredge and fill permit). The Consultant shall take the lead in scheduling these meetings.

### **3.1.3 Contact Jurisdictional Agencies**

The Consultant shall contact agencies with jurisdiction over effects to navigation (i.e., Florida Fish and Wildlife Conservation Commission and United States Coast Guard) to identify potential permit requirements and obtain any permit mandated by the agency. Associated permit fees are not the responsibility of the Consultant.

### **3.1.4 Perform Detailed Hydrologic/Hydraulic Analyses**

The Consultant shall perform detailed hydrologic and hydraulic analyses necessary to:

- (1) Establish the final design parameters for the proposed Stormwater Treatment Facility and all appurtenant works/structures.
- (2) Verify the Project contributing watershed boundary and the watershed hydrologic parameters based on previous studies, aerial photographs, USGS historic discharge data (beginning in 1958) and other collected information.
- (3) Assess and quantify the effects of the proposed Project on the performance of the existing conveyance system including bank scour and any impacts to navigation for the purposes of obtaining an ERP permit.
- (4) Quantify the estimated pollutant load reduction achieved by the proposed Project.

### **3.1.5 Final Design Parameters**

The Consultant shall establish the final design parameters and develop typical details for the proposed Stormwater Treatment Facility and all appurtenant works and structures including access roads or levees.

### **3.1.6 Prepare Preliminary Design Report**

The Consultant shall prepare a Preliminary Design Report (PDR). The PDR shall include the pollutant load reduction estimates and cost estimates for the proposed improvements to quantify the effects of the project pertaining to water quality within Little Wekiva River. The Preliminary Design shall be considered the 30% submittal.

## **3.2 Hydraulic Design**

The Consultant shall finalize the hydraulic design of a channel diversion system that includes:

- Hydrologic/hydraulic modeling of the channel, upstream reaches, and proposed project area
- Design of a low head weir and inflow/outflow components
- Design of a wet well and pumping station (variable speed centrifugal pump)

The Consultant shall provide design drawings and specifications for the design of pump station that meets or exceeds the requirements of Orange County's Standards and Construction Specifications Manual. Refer to the following link:

### **3.2.1 Field/Office Survey Work**

The Consultant shall complete the additional field and office survey work necessary to complete the final design of the Stormwater Treatment Facility Project per Section 6.0.

### **3.2.2 Geotechnical Investigation**

The Consultant shall perform additional geotechnical investigation necessary to complete the Final Design of the Stormwater Treatment Facility. This may include standard penetration testing (SPT) or auger borings in the Project area to further refine subsurface soil and groundwater conditions.

### **3.2.3 Prepare Final Detailed Construction Plans/Technical Specifications**

The Consultant shall prepare final detailed construction plans and technical specifications for the Project. The construction plan set shall be prepared in accordance with Orange County's Standards. Requirements and guidelines for the preparation of construction plans and technical specifications are in sections 3.3 and 3.5.

### **3.2.4 Retaining Wall Design**

The Consultant shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. The Consultant shall also determine appropriate Proprietary Wall types from the FDOT proprietary wall standards to the extent necessary to finalize the wall plans as described herein for proprietary wall systems.

At the County's option, the Consultant shall obtain project specific retaining wall drawings from proprietary wall companies and incorporate these drawings into the contract document.

### **3.2.5 Critical Temporary Retaining Wall Design**

A critical temporary retaining wall is defined as a wall required during the construction stage only to protect existing facilities during excavation operations, when other construction methods such as benching or sloping are not practical. These walls may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging, or other similar systems are commonly used. In such cases, the Consultant shall design and detail the wall in the set of contract plans.

## **3.3 Project Construction Plans**

The Consultant shall prepare final construction plan sheets, notes and details to include, all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

1. Cover Sheet
2. General Notes
3. Standard Drawings and Details
4. Summary of Pay Items
5. Drainage Map
6. Summary of Quantities
7. Summary of Drainage Structures
8. Survey Control Sheets
9. Plan Sheets
10. Drainage Structure Cross Sections
11. Water Diversion System Structure/Mechanical and Electrical Details Sheet
12. Wetland Mitigation Details
13. Environmental Consideration Plans/Mitigation Plans
14. Geotechnical Soil Survey
15. Pond Details and Cross Sections
16. Erosion Control Plans
17. Miscellaneous Details
18. Utility Adjustment Plans
19. Landscape Plans
20. Retaining Wall Plans
21. Critical Temporary Retaining Wall Plans

### **3.3.1 Cover Sheet**

The County shall provide a standard County cover sheet in AutoCAD format to the Consultant. The Consultant shall complete the cover sheet with the information applicable to the project.

### **3.3.2 General Notes**

The County shall provide a standard general notes sheet in AutoCAD format to the Consultant. The Consultant shall review and modify the general notes as required for this project. Landscape details shall be included.

### **3.3.3 Standard Drawings and Details**

The Consultant shall include standard drawings and details as required for this project, including:

1. Details for all non-standard structures not covered elsewhere.
2. Standard details provided by Orange County, e.g., driveways, manhole rim and cover, etc.

### **3.3.4 Summary of Pay Items**

The Consultant shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans.



### **3.3.5 Drainage Map**

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

### **3.3.6 Summary of Quantities**

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

### **3.3.7 Summary of Drainage Structures**

The Consultant shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

### **3.3.8 Survey Control Sheets**

See Section 6.3.

### **3.3.9 Plan Sheets**

The plan and profile sheets shall be developed for the Little Wekiva River Regional Stormwater Treatment Facility, and conform to the following requirements:

1. Plan and profile sheets shall be prepared at a scale of 1"=40' horizontal and 1"=4' vertical, and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
4. Locations, dimensions and types of existing and proposed driveways shall be shown.
5. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
6. Each plan sheet shall show two readily accessible benchmarks to establish vertical control.
7. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.

8. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.

### **3.3.10 Drainage Structure Cross Sections**

The Consultant shall prepare hydraulic structure cross sections for all pipes. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes and similar data.

### **3.3.11 Water Diversion System, Structure/Electrical Detail Sheet**

The Consultant shall submit the design documentation for the construction of a water diversion/collection system. The Water Diversion System detail sheet shall provide Inflow/outflow structures cross section and details. The detail sheet shall show the low head weir, inflow/outflow components, wet well and pumping station, elevations and general layout within the channel and drainage easement boundaries.

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

Once a mitigation plan has been reviewed and approved by the County, the Consultant shall coordinate the proposed mitigation plan with the environmental agencies and for preparing the wetland mitigation plan to be included as a part of the Environmental Resource Permit application and to be included in the final construction documents.

Wetland mitigation area detail sheets shall be provided showing a plan view of each mitigation area at a scale acceptable to the County. Typical sections of each mitigation area shall be shown for at least two axes of each mitigation area. Planting zones shall be shown and dimensioned on the plan view with elevations shown on both the plan view and the cross sections. Each wetland mitigation area shall have cross sections to accurately depict the configuration of the mitigation area suitable for construction purposes. Plantings shall be listed in a table giving the common and scientific name of each species, the size of the plantings, and the number of each size of each species to be planted in each zone. Planting details, as necessary, shall also be provided. Soil boring locations shall be plotted on the plan views. Soil boring logs shall be plotted on mitigation area cross-sections or other acceptable location.

### **3.3.13 Environmental Consideration Plans/Mitigation Plans**

The consultant shall develop Environmental Consideration Plans, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the plans are to depict wetland and upland buffer locations and impacts. The plans shall provide, at a minimum, wetland and upland buffer locations, impact areas, limits of construction, and limits of the project. The objective of the plans are to provide

unencumbered details of wetland and buffer impacts including remaining wetland and upland buffers that would be preserved throughout construction.

### **3.3.14 Geotechnical Soil Survey**

The Consultant shall prepare soil survey sheets, which depict the various types of soils encountered within the project limits, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include but not limited to the following information at a minimum:

- Narrative description of each soil type with their engineering characteristics.
- Supplemental soils investigations, such as muck probes.

### **3.3.15 Pond Details and Cross Sections**

Cross sections shall be prepared for the channel, low head weir and/or wet well and pumping station, stormwater treatment area ponds, wetland, and structures, flood compensation areas, roadways and mitigation areas with the following requirements unless approved by Orange County Project Manager:

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown in the center below each section.
4. Existing ground, structures, hydraulic conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or hydraulic facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections is placed on a sheet, the stationing shall increase from bottom to top and from left to right.
9. The existing ground elevation at the centerline, design profile elevations and ditch elevations shall be shown on each section.
10. Cross-sections shall be shown at intervals not exceeding 50 feet. Additional intermediate sections shall be shown as necessary to provide supplementary information. Additional sections as negotiated on a project-by-project basis may be necessary to support easement acquisition basis.
11. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown.

12. Horizontal and vertical location of unsuitable soils.

The construction plans for the wet detention pond, wetland, and any modifications to the existing dry retention pond shall provide calculations of earthwork (i.e. excavating, dredging, filling, compacting, and grading of embankments, sub-grades, shoulders, and side slopes, etc.). The wet detention pond, wetland, and dry retention pond detail sheets shall provide a plan view at a scale acceptable to the County. Sections shall be shown for at least two axes of each pond and wetland. The ponds and wetland shall have cross sections to accurately depict the pond or wetland configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the pond and wetland cross sections.

**3.3.16 Erosion Control Plans**

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

**3.3.17 Miscellaneous Information**

The construction plans shall show existing right-of-way and easement lines, property lines, topographic features, and existing facilities sufficient to permit the evaluation of Project impact on abutting land, features, and facilities, including features such as fences and walls. Existing underground facilities affecting the Project's construction shall be shown on the plan sheets.

**3.3.18 Utility Adjustment Plans**

The Consultant shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be prepared based on information provided by the utility companies.

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

**3.3.19 Landscape Plans**

The Consultant shall provide landscape plans prepared by a registered Landscape Architect. The plans shall identify the location and type of plant materials to be installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that shall not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance

requirements, proposed signage, ground conditions, streetlight locations, billboard locations, and utility conflicts and clearance. The location of the streetlights shall also be shown on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet(s).

### **3.3.20 Retaining Wall Plans**

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

### **3.3.21 Critical Temporary Retaining Wall Plans**

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

## **3.4 Progress Review Submittals**

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

The Consultant shall submit construction plans to the County for review at the 30%, 60%, 90%, 100% and final completion stages.

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

### **3.5 Specifications**

The Consultant shall provide a complete bid package that includes: Schedule of Prices and complete set of Technical Provisions and Special Provisions for the project. The Schedule of Prices, Technical and Special Provisions shall be provided in MS Word format, which meet County requirements, as well as in any other electronic format required in accordance with the standards established by the Orange County Procurement Division. The Special Provisions shall clearly identify the responsible entity for each permit condition in each regulatory permit.

#### **3.5.1 O&M Manual**

The Consultant shall design the process for the periodic maintenance and inspection needed for the proper operation of the facility. The process, including inspection frequency and parameter thresholds indicating maintenance activities, shall be defined in an Operation and Maintenance Manual which shall be provided to Orange County on completion of the project. Any necessary procedure or equipment needed for maintenance activities, including the settling pond dredging, shall be designed or recommended by the Consultant.

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

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

### **3.7 Bid Package**

The Consultant shall prepare a draft and a final bid package for construction. Orange County shall provide the Consultant with a master reference document. The bid package shall include, but is not limited to the following documents:

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

### **3.8 Deliverables**

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

- Drainage Design Documentation Report
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate
- Final Construction Plans and Engineer's Cost Estimate
- Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Environmental Consideration Plans
- Mitigation Plans
- O&M Manual
- Draft Bid Package
- Final Bid Package
- Subcontracting Opportunities per Contract Section IV G-2.
- Direct Purchases per Contract Section IV G-3.

### **3.9 Pay Items**

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

- Drainage Design Documentation Report
- 30%, 60%, 90%, 100% Construction Plans
- Final Construction Plans
- Design Notes and Computations Book
- Quantity Computation Book
- Draft Technical and Special Provisions
- Final Technical and Special Provisions
- 30%, 60%, 90%, 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Environmental Consideration Plans
- Mitigation Plans
- O&M Manual
- Draft Bid Package
- Final Bid Package

## **4.0 Permitting**

The Consultant shall prepare all applications and other submittals and provide all environmental services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The Consultant shall pay for all permit application fees from out of pocket expenses. The construction plans package shall not be considered complete until all required permits have been received.

### **4.1 Environmental Permitting**

#### **4.1.1 Agency Coordination**

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

#### **4.1.2 Wetland Delineation and Agency Field Review**

The Consultant shall delineate and characterize the forested, herbaceous, and open water system wetlands in accordance with all applicable State and Federal Regulations. Delineation includes field determination and flagging of the areal extent of each type of wetland; meeting on site with the SJRWMD and USACOE wetlands personnel to verify the determination limits. Assess potential impact on the existing wetlands and flow way due to construction of proposed weir and diversion of water. A minimum of three (3) Seasonal High Water Table Elevations (SHWT) shall be established for each wetland. The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes to County Environmental Project Manager.

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

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

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



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

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

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

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

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

The Consultant shall review the Ecological Assessment in Appendix B of the Feasibility Study to familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened, endangered or species of special concern).

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential effect of the project

upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.

- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species Survey and Management Plan which shall be performed 90 days prior to the start of construction.
- Gopher Tortoise Live Capture and Off-Site Relocation
  - The Consultant shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.
  - The Consultant shall perform the following:
    - Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation of gopher tortoises.
    - Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoise burrows and live capture gopher tortoises from the area proposed for development.
    - Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees shall be responsibility of the County.
    - Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.
- The CONSULTANT shall conduct wildlife surveys as defined by rules or regulations of any permitting agency, or commenting agency that is processing a DEPARTMENT permit. This information shall be utilized for determination of appropriate wildlife crossings.

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

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

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

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

the permit application is submitted, of the FDEP. The Stormwater Pollution Prevention Plan shall be included in the Technical Provisions.

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

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

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

The Consultant shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Releasing of an existing conservation easement
- Sovereign/submerged lands leases/easements

##### **4.5.1 Site Evaluation Report**

The report shall include a search of all applicable databases to determine if a contaminated site is adjacent to the project, results from water and soil testing, and potential impacts to the project and a recommendation of how to handle any possible contamination that may affect the project.

The Consultant shall also perform the following:

- Install monitoring wells in accordance with all rules and regulations to test groundwater as required under the FDEP NPDES groundwater permitting requirements.
- Abandon all monitoring wells in accordance with all rules and regulations.
- Perform soil testing in accordance with all rules and regulations.

#### **4.6 Deliverables**

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

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)
- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

#### **4.7 Pay Items**

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

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report (if applicable)
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance
- Special Permit Documents (Survey) Limiting Amount
- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

#### **5.0 Right-of-Way Engineering**

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

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

#### **5.1 Right-of-Way Mapping (If Required)**

The Consultant shall survey the entire project area and prepare a Map of Survey at a scale of 1" = 40' on 11 inches x 17 inches or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which shall be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, conservation/mitigation easement, sovereign/submerged lands easement, etc.). The Consultant shall submit 60%, 90% and 100% progress review submittals of the Map of Survey in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format as requested by the County.

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

Prior to submittal of the 60% Map of Survey, the baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the Map of Survey and construction plans, if required.

The Consultant shall update and modify legal descriptions, parcel sketches, right-of-way surveys, boundary surveys, specific/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and litigation. After approval of the 100% Map of Survey; right-of-way surveys, boundary surveys, specific/miscellaneous survey modifications shall be addressed in accordance with Section 5.5.

## **5.2 Parcels**

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

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

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

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

### **5.2.3 Parcel Staking for Appraisal (If Required)**

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

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

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement any field survey data if obtained during the Preliminary Feasibility Evaluation Letter Report that is provided to the Consultant. All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Map of Survey for right-of-way surveys, boundary surveys, specific/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way and Boundary computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run and Final Map of Surveys such as right-of-way maps, boundary surveys and/or specific/miscellaneous surveys.

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

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

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

The Consultant shall perform the following services during this phase:

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

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

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

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

### **5.5 Changes to Documents during Right-of-Way Acquisition**

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

## 5.6 Deliverables

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

- Maps of Survey for Right-of Way, Property and Easement Acquisition (60%, 90%, 100%, and Final)
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)
- Right-of-Way Survey Field Books and electronic AutoCAD and PDF files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, Benchmarks- Three-wire level notes or Digital files)
- Parcels staked for appraisal, (If Applicable)
- Updated/Modified documents during right-of-way acquisition
- Minimization of Compensable Impacts Report, (If Applicable)
- Document number of Final Right-of-Way Map(s) recorded in the Orange County Comptroller Office for Public Records (Required, to be Recorded and paid by Consultant at final submittal, (mylar submittal – 11”x 17”).
- All of the above items must be in an acceptable Orange County format approved by the Project Manager. Hardcopies and electronic submittals shall be certified where required and approved by the Project Manager.

## 5.7 Pay Items

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

- Maps of Survey (60%, 90%, 100%, and Final).
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required).
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate Data Files, Benchmark data)
- Parcels staked for appraisal
- Changes to documents during right-of-way acquisition (Limiting Amount)
- Subsurface Utility Locations
- Boring Locations
- Minimization of Compensable Impacts Report, (If Applicable)

## 6.0 Design Survey Services

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



- Horizontally and vertically locate any utilities on the Project site(s) that may potentially be impacted by the proposed Project improvements.
- Locate and survey jurisdictional wetland lines established in the field by FDEP, SJRWMD and USACOE staff.
- Obtain cross sections of the existing channel systems and wetland system for hydraulic modeling purposes and for design of diversion structure(s), culvert crossings (if any) and discharge structure(s).
- Obtain cross sections of land elevation and muck depth from land surface of the existing wetland system to estimate muck volume. Samples shall be collected to evaluate wetland functional capacity.

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

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

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

### **6.1 Horizontal Control and Monumentation**

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

## 6.2 Vertical Control and Monumentation

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

## 6.3 Survey Control Sheet(s)

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

- The complete centerline alignment data, including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point and referenced.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data shall be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and state the type of Network Real Time Kinematic (RTK) used for the project, (If Applicable). Information placed on the Survey Control Sheet(s) can be either in tabular format or placed on the survey alignment.
- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).
- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

## 6.4 Vertical Data

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

#### **6.5 Deliverables**

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

#### **6.6 Pay Items**

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

### **7.0 Geotechnical Services**

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

#### **7.1 Data Collection**

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

#### **7.2 Roadway (Not Applicable)**

The Consultant shall coordinate all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans are submitted.

- 7.2.1 A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration shall be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every 600 feet. Borings shall be of sufficient depth to determine seasonal high water elevation and other critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.
- 7.2.2 The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

### **7.3 Stormwater Systems**

The Consultant shall evaluate subsurface conditions in proposed stormwater systems. For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet.

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Consultant shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

#### **7.4 Structures**

SPT borings shall be performed at weir structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings for intermediate bents shall be no further apart than one every \_\_\_ feet. Borings shall be of sufficient depth to determine a bearing layer for pile foundations and are expected to be \_\_\_ feet deep. SPT borings shall be sampled on two-foot centers to 10 feet and at five-foot centers thereafter to the termination depth.

#### **7.5 Special Geotechnical Investigations (If Required)**

This shall include retaining walls.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten feet and at five-foot centers thereafter to the termination depth. Retaining walls are anticipated at the locations listed in Section 3.2.4 and 3.2.5.

- Soil samples are to be obtained from proposed areas of excavation extending at a minimum to two feet below the total depth of proposed excavation; potential major structure locations; and at any other location deemed necessary to adequately evaluate soil conditions with respect to the Project's design requirements.
- Soil samples are to be obtained from the wetland system to evaluate muck volume and wetland functional capacity.
- Pertinent soils information, including water table elevations, rock strata and clay encountered, shall be clearly identified in a narrative report. The report shall summarize the investigative procedures and the results of the soils and geotechnical investigations and analyses, as well as provide an assessment of design constraints, if any, due to soils and geotechnical conditions.
- Additional geotechnical investigations and analyses may be performed to evaluate foundation conditions for proposed structures.

#### **7.6 Contamination Evaluation**

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

##### **7.6.1 Updated Phase I Environmental Site Assessments**

The Phase I Environmental Site Assessment (ESA) prepared during the acquisition of Parcel 28-21-29-0000-00-112 and the Phase I ESA associated with the anticipated partial transfer of ownership of Parcel 28-21-29-0000-00-001 from FDOT to Orange County (portion with dry pond; Phase I ESA not yet prepared) shall be updated as requested by the County. The update, if needed, is intended to obtain and review the most current information about potential contamination impacted sites identified in the Phase I ESAs and to identify any new sites not identified in the original reports. The methodology to be used to update the reports shall be compatible to that used in the Phase I ESAs.

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

The Consultant shall perform Preliminary Contamination Assessment on sites identified in the Phase I ESAs as recognized environmental conditions (RECs). Prior to construction, soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report.

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

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

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

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

## **7.7 Geotechnical Reports**

### **7.7.1 Soil Survey Report**

The Consultant shall submit a preliminary Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into

layers of similar materials) and construction recommendations relative to FDOT Standard Plans 120-001 and 120-002.

- Data interpretation and analysis including, seasonal high groundwater levels, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

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

### **7.7.3 Miscellaneous Structure Foundation Report**

The Consultant shall prepare a Miscellaneous Structure Foundation Report to cover walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

### **7.7.4 Contamination Screening Report**

The updated Contamination Screening Report shall identify all potential contamination impact sites and shall rank them with their risk potential. A discussion of the available information about the contamination issues at each site

shall be provided. Recommendations for further Preliminary Contamination Assessment evaluation shall be made. The report shall follow the format outlined in Chapter 22 of the FDOT Preliminary Design and Environment Manual.

#### **7.7.5 Preliminary Contamination Assessment Report**

The Preliminary Contamination Assessment Report shall fully describe the contamination concerns at each site, and shall discuss the sampling and testing methodologies used and the findings. The following information shall be presented in the report:

- Site location map on an aerial photo background
- Background information relative to known or suspect contamination issues (e.g., plume maps, groundwater flow direction maps, etc.)
- Sampling and testing locations map
- Sampling and testing results
- Conclusions relative to contamination impacts affecting the project, including potential costs during construction

#### **7.8 Deliverables**

- Roadway Soil Survey Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Phase I Environmental Site Assessment, if needed
- Preliminary Contamination Assessment Report, if needed

#### **7.9 Pay Items**

- Fieldwork, lab analysis and engineering
- Soil Survey Report (Preliminary and Final)
- Miscellaneous Structures Foundations Report
- Updated Phase I Environmental Site Assessment, if needed
- Preliminary Contamination Assessment Report, if needed

#### **8.0 Post Design Services**

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

- **Shop Drawing Review**

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

- **Construction Administration**

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



- **Modification of Final Construction Plans**

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

- **Permit Renewals and Extensions**

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

- **Pay Items**

- Post Design Services

## TABLE OF DELIVERABLES

### 1.0 Administration

<i>Final Design Project Schedule – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Construction Time Estimate – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Workshop Review Meeting Minutes – Full Sized Hard Copy &amp; pdf file</i>	<i>1/1 Copies</i>
<i>Cost Estimate – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Utility Conflict Matrix – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>

### 2.0 Public Involvement

<i>Public Involvement Plan (meeting schedules, newsletters, web page updates) – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Small Group Meeting Materials</i>	<i>As required</i>

### 3.0 Design and Plans Preparation

<i>Preliminary Drainage Calculations – Full Sized Hard Copy &amp; Digital pdf File</i>	<i>3/1 Copies</i>
<i>Final Drainage Calculations – Signed &amp; Sealed Hard Copy &amp; pdf File</i>	<i>3/1 Copies</i>
<i>Project Design Criteria Package – Full Sized Hard Copy &amp; pdf File</i>	<i>3/1 Copies</i>
<i>30%, 60%, 90% &amp; 100% Cost/Engineers Estimate – Full Sized Hard Copy</i>	<i>3 Copies</i>
<i>Final Cost/Engineers Estimate – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Design Notes and Computation Book</i>	<i>3 Copies</i>
<i>Quantity Computation Book</i>	<i>3 Copies</i>
<i>Draft Schedule of Prices and Technical and Special Provisions – Full Sized Hard Copy &amp; MS Word File</i>	<i>3/1 Copies</i>
<i>Final Schedule of Prices Technical and Special Provisions – Full Sized Hard Copy &amp; MS Word File</i>	<i>3/1 Copies</i>
<i>Electronic Bid Document Package</i>	<i>1 Copy</i>
<i>Final Electronic Design and Topography files – ACAD 2010 &amp; Microstation</i>	<i>1 Copy</i>
<i>Environmental Consideration Plans – Full Sized Hard Copy, Digital File &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Operation &amp; Maintenance Manual – Full Sized Hard Copy, Digital file &amp; pdf File</i>	<i>3/1/1 Copies</i>
<i>Draft Bid Package – Full Sized Hard Copy, Digital file</i>	<i>3/1 Copies</i>
<i>Final Bid Package – Full Sized Hard Copy, Digital File, pdf File</i>	<i>3/1/1 Copies</i>

#### 3.0 A - Construction Plans

<i>30% Submittal – Half Sized Hard Copy, pdf File</i>	<i>14/1 Copies</i>
<i>60% Submittal – Half Sized Hard Copy, pdf File</i>	<i>14/1 Copies</i>
<i>90% Submittal – Half Sized Hard Copy, pdf File</i>	<i>14/1 Copies</i>
<i>100% Submittal – Half Sized Hard Copy, pdf File</i>	<i>14/1 Copies</i>

#### 3.0 B - Final Construction Plans

<i>Hard Copy – Full Sized Hard Copy</i>	<i>15 Copies</i>
<i>Hard Copy – Full Sized Signed &amp; Sealed Hard Copy</i>	<i>3 Copies</i>

**4.0 Permitting**

<i>Water Management District/ACOE Permit Package – Full Sized Hard Copy &amp; pdf File</i>	<i>1/1 Copy</i>
<i>Alternative Wetland Mitigation Concepts Report – Full Sized Hard Copy &amp; pdf File</i>	<i>1/1 Copy</i>
<i>FDOT Permit Application Package(s) – Full Sized Hard Copy &amp; pdf File</i>	<i>1/1 Copy</i>
<i>N.P.D.E.S. Stormwater Pollution Prevention Plan Package – Full Sized Hard Copy &amp; pdf Files</i>	<i>3/1 Copies</i>
<i>Special Permit Documents (signed and scaled surveys), as applicable</i>	<i>3/1 Copies</i>
<i>Threatened and Endangered Species Reports and After Action Report as applicable – Full Sized Hard Copy &amp; pdf Files</i>	<i>1/1 Copy</i>
<i>Site Evaluation Report and FDEP Contaminated Groundwater Permit as applicable – Full Sized Hard Copy &amp; pdf Files</i>	<i>1/1 Copy</i>

**5.0 Right-of-Way Engineering**

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

**5.0 A - Preliminary Right-of-Way Maps**

<i>60% Submittal – 11” x 17” Sized Hard Copy</i>	<i>3 Copies</i>
<i>90% Submittal – 11” x 17” Sized Hard Copy</i>	<i>3 Copies</i>
<i>100% Submittal – 11” x 17” Sized Hard Copy</i>	<i>3 Copies</i>

**5.0 B - Final Right-of-Way Maps**

<i>Hard Copy – 11” x 17” Sized Signed &amp; Sealed Hard Copy</i>	<i>3 Copies</i>
<i>Digital Files – AutoCAD 2016 &amp; pdf Files</i>	<i>1/1 Copy</i>

**6.0 Design Survey Services**

<i>Design Survey Field Books (Signed &amp; Sealed Hard Copy) including Control Survey, Design Survey, Subsurface Utility Locations, Boring Locations, and Wetland Designation and Locations</i>	<i>All Books</i>
<i>Original Books</i>	<i>All Books</i>

*Raw Data Files – Full Sized Hard Copy & Digital File* 1/1 Copy  
*Design Survey Computation Book* 1 Copy

**7.0 Geotechnical Services**

*Final Preliminary Project Soil Survey Report (including ponds and swales) –  
Full Sized Hard Copy, pdf File* 3/1 Copies  
*Project Soil Survey Report (including ponds and swales)  
Full Sized Signed & Sealed Hard Copy, pdf File* 3/1 Copies  
*Miscellaneous Structure Report – Full Sized Hard Copy, pdf File* 3/1 Copies  
*Updated Phase I Environmental Site Assessments, if needed –  
Full Sized Hard Copy, pdf File* 3/1 Copies  
*Preliminary Contamination Assessment Report –  
Full Sized Hard Copy, pdf File* 3/1 Copies  
*Box Culvert Report (If Required) –  
Full Sized Signed & Sealed Hard Copy, pdf File* 3/1 Copies

**CONTRACT**

**Y19-820**

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

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

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

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

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the COUNTY desires to retain professional consulting services for PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY

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

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

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

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY", 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 \$3,569,500, or as modified by the County.
- D. THE CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.



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

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

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

## V

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

The COUNTY shall:

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

## VI

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

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

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

- 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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
  
- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  
- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
  
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim  
When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP)

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

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

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

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

The certificate holder shall read:

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

**INDEMNIFICATION- CONSULTANTS:**

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

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

The Consultant shall at all times:

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

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

**IX**

**TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

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

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

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

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

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.



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

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

**X**  
**OWNERSHIP OF DOCUMENTS**

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

**XI**  
**WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB**: The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within 720 days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES**: A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
  3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES**: The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

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

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

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

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

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

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

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

## **XII**

### **STANDARDS OF CONDUCT**

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

## **XIII**

### **MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

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

**Equal Opportunity Workforce Schedule** reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

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

M/WBE payment verification form to Business Development Division denoting their percentage of the overall contract fees.”

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

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

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

**XIV**

**ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS**

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

**XV**

**INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent

or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

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

## **XVI**

### **EQUAL OPPORTUNITY**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

## **XVII**

### **CONTROLLING LAWS**

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

## **XVIII**

## DISLOCATED WORKERS

CONSULTANT has committed to hire >\_\_\_\_\_ ( )CareerSource Central Florida participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-5484 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. Career Force Central Florida participants may be employed in any position within the firm but must be hired on a full-time basis.

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

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

## XIX

### REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the registered SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports and Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any



M/WBE firm without prior written authorization from the Business Development Division Manager. In the event a registered SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT with another registered SDV firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

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

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

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

**XX**  
**CONTRACT CLAIMS**

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

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting

data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant.”

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

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

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

#### **XXI AVAILABILITY OF FUNDS**

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

#### **XXII PROHIBITION AGAINST CONTINGENT FEES**

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

#### **XXIII TOBACCO FREE CAMPUS**

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

#### **XXIV**

## **VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

## **XXV**

### **ASBESTOS FREE MATERIALS**

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

## **XXVI**

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

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

## **XXVII**

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

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

## **XXVIII**

### **SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

### **XXIX**

#### **PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

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

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

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

**400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801**

**407-836-5897**

[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net)

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BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

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

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

\_\_\_\_\_  
Title

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

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

**REQUEST FOR PROPOSALS**

**#Y19-820-RM**

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-LAKE LOTUS  
PARK REGIONAL STORMWATER TREATMENT FACILITY**

**DUE 2:00 P.M. – May 16, 2019**

**PROPOSER INFORMATION:**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (Street Address)

\_\_\_\_\_ (PO Box)

\_\_\_\_\_ (City, County, State, Zip)

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZED SIGNATORY: \_\_\_\_\_ (Print Name) TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTACT'S E-MAIL ADDRESS: \_\_\_\_\_

TIN# \_\_\_\_\_

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

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

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

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_

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

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

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

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

**PROJECT TEAM**

RFP Project Number: \_\_\_\_\_  
 TEAM NAME: \_\_\_\_\_

Federal I. D. Number: \_\_\_\_\_  
 Is Prime Consultant: an O.C. certified M/WBE Firm Yes \_\_\_\_\_ No \_\_\_\_\_  
 An O.C. registered SDV Firm Yes \_\_\_\_\_ No \_\_\_\_\_  
 Are you utilizing M/WBE credit for this RFP Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, then specify: \_\_\_\_\_

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

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

**LOCATION**

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

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

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

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

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



**LOCATION (continued)**

1. Current domicile of Project Manager.

Name of Project Manager \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

2. Will Project Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_

Not Applicable \_\_\_\_\_

If Project Manager will not relocate, explain how the Project Manager will manage the project and maintain close communication with the County.

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\_\_\_\_\_

Yes \_\_\_\_\_

Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**LOCATION (continued)**

3. Current domicile of Project Engineer.

Name of Project Engineer \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

4. Will Project Engineer relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_

Not Applicable \_\_\_\_\_

If Project Engineer will not relocate, explain how the Project Engineer will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_

Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

**AFFIDAVIT**

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

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

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

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

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

(seal)

Date \_\_\_\_\_

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

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

## **SIMILAR PROJECTS**

## **PROJECT MANAGER**

USING PAGES D1 - D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, of which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

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

1. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

**(month/year)**

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

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

2. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

**(month/year)**

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

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

3. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

**(month/year)**

Construction Cost:

Construction Completion Date:

Firm:

Summary of Work:

## **SIMILAR PROJECTS**

### **PROJECT ENGINEER**

USING PAGES E1 - E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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



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

1. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

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

2. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

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

3. Project Name:

Owner:

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

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

\_\_\_ % of time involved in this project

Project Type \_\_\_\_\_

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Construction Cost:

Construction Completion Date

Firm:

Summary of Work:

## **FORM F**

### **SKILLS AND EXPERIENCE OF THE PROJECT TEAM**

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

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

## **PROJECT SCOPE, APPROACH AND UNDERSTANDING**

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

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

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

**EQUAL OPPORTUNITY WORKFORCE SCHEDULE**

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

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

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

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

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

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

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

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: \_\_\_\_\_
2. Address of joint venture: \_\_\_\_\_
3. Phone number of joint venture: \_\_\_\_\_
4. Identify the firms which comprise the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Describe the role of the MBE firm (if applicable) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture's written contractual agreement.
7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)? \_\_\_\_\_  
\_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)
  - (a) Profit and loss sharing: \_\_\_\_\_
  - (b) Capital contributions, including equipment: \_\_\_\_\_
  - (c) Other applicable ownership interests: \_\_\_\_\_
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
  - (a) Financial decisions: \_\_\_\_\_
    - a. Management decisions, such as: \_\_\_\_\_



(1) Estimating: \_\_\_\_\_

\_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_

\_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_

\_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_

\_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_

\_\_\_\_\_

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

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

**AFFIDAVIT**

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

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

**AFFIDAVIT**

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

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

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

(Seal)

Date \_\_\_\_\_

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

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

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

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

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

(Seal)

## **DRUG-FREE WORKPLACE FORM**

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

**Name of Proposer**

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

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

Proposer's Signature: \_\_\_\_\_

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

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

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

The subcontract will reflect a 72 hour prompt payment clause.

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

\_\_\_\_\_  
M/WBE Subconsultant

\_\_\_\_\_  
Certified Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount (**ONLY USED TOWARDS M/WBE UTILIZATION**)

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Agent of M/WBE Subconsultant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
M/WBE Address

\_\_\_\_\_  
Phone Number/Fax Number

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

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

The subcontract will reflect a 72 hour prompt payment cause.

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

\_\_\_\_\_  
SDV Sub-consultant

\_\_\_\_\_  
Registered Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount (**ONLY USED TOWARDS BONUS POINTS**)

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-  
LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY  
Case or Bid No. Y19-820 -RM  
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

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

**Part I**

**Please complete all of the following:**

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

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

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

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

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

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

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-  
LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY**  
Case or Bid No. **Y19-820 -RM**

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

**Part II  
Expenditures:**

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

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

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

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

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-  
LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY  
Case or Bid No. Y19-820 -RM**



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

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

**PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE WEKIVA RIVER-  
LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY**  
Case or Bid No. **Y19-820 -RM**

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

**Part III**  
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

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

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

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

(Notary Seal)

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

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

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

*Updated 3-1-11*

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

*For Staff Use Only:*

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

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

Bid Number **Y19-820 -RM**

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

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

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

**Part I**

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

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

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

Bid Number **Y19-820 -RM**

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

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

*For Staff Use Only:*

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

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

Bid Number **Y19-820 -RM**

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

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

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

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

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

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

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
\_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
FOLLOWS, RFP NO. Y19-820-RM, PROFESSIONAL ENGINEERING DESIGN SERVICES LITTLE  
WEKIVA RIVER-LAKE LOTUS PARK REGIONAL STORMWATER TREATMENT FACILITY, AND TO  
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING  
THIS **CONTRACT** AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS  
**CONTRACT.**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Proposer

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

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

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

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



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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

**FORM O**  
**FAQS**

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**E VERIFICATION CERTIFICATION**

**Contract Y19-820-RM**

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

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

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The undersigned does hereby certify that the above named consultant:

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

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

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

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

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

**DISLOCATED WORKERS  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Verification: I certify that the above individuals are dislocated workers

Individual Complete Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\*5. \_\_\_\_\_

\*6. \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

\*CareerSource Participants who do not meet specific job qualifications

# SAMPLE DO NOT USE

## LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y \_\_\_\_\_

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

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

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

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

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

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

Name of Contractor/Consultant: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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

# SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies Insurance provided under the following:

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

### SCHEDULE

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

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

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



# SAMPLE DO NOT USE

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

**Name of Person or Organization:**

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

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

Endorsement No.	Effective Policy No.	Endorsement
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Insured

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

Countersigned