

September 14, 2015

MEMORANDUM

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Request for Letters of Response for CEI – TIGER POINT BOULEVARD SIDEWALKS

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for CEI services for the TIGER POINT BOULEVARD SIDEWALKS project. Santa Rosa County is looking for a firm to provide this service. Proposals must conform to the specifications. Professional services required shall be secured in accordance with the County's Procurement Policy. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by the Florida Department of Transportation (FDOT) in accordance with Rule Chapter 14-75, Florida Administrative Code to perform the indicated Type(s) of Work: 10.1-Rdwy Construction Engineering Inspection

All proposals must be in writing and delivered by hand, mail, or Fed EX to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton Florida 32570, and must be received by 10:00 a.m., October 13, 2015. Only proposals received by the aforesaid time and date will be considered. All proposals shall be sealed and clearly labeled, "**TIGER POINT BOULEVARD SIDEWALKS - CEI**". Please provide the original proposal, labeled "ORIGINAL", and ELEVEN (11) copies labeled "COPY" (12 total complete packages) and 1 CD.

Specifications may be secured from the Santa Rosa County Website (www.santarosa.fl.gov/bids) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870. Technical questions concerning this request should be directed in writing to Chris Phillips, P.E. at chrisp@santarosa.fl.gov no later than 4:00 pm on October 2, 2015.

CONSULTANT ELIGIBILITY: By submitting a Proposal, the Consultants certifies that they are in compliance with FDOT Directive No. 375-030-006. This directive is available on FDOT's Web Site. In addition to the restrictions identified in Directive No. 375-030-006, please be advised of the following prohibition: A consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project or performing CEI duties.

FEDERAL DEBARMENT: This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration. By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

SELECTION PRODECURE: This project is covered by the selection process detailed in the Rule Chapter 14-75, Florida Administrative Code. Selection will be made directly from Proposals for this project. After ranking of the Consultants, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts. By order of the Board of County Commissioners of Santa Rosa County, Florida

SECTION I

INFORMATION AND INSTRUCTIONS

- 1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be labeled **"TIGER POINT BOULEVARD SIDEWALKS - CEI"**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Proposal documents are exempt from public record for a period of 30 days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.
- 1.2 **Proposal Format:** Proposals shall be submitted in the following format and include the following information.
- A. Detailed description of project approach as requested in the Scope of Services
 - B. Qualifications and experience as detailed in the Scope of Services
- 1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Letters of Response.
- 1.4 Proposers will be notified in writing of any change in the specifications contained in this Request.
- 1.5 No verbal or written information which is obtained other than through this Request or its addenda shall be binding on the Santa Rosa County. No employee of Santa Rosa County is authorized to interpret any portion of this Request or give information as to the requirements of the Request in addition to that contained in or amended to this written Request document.
- 1.6 **Right of Rejection and Clarification:** Santa Rosa County reserves the right to reject any and all proposals and to request clarification of information from any proposer. Santa Rosa County is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.7 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the County may deem necessary to further evaluate the proposer's qualifications.
- 1.8 **Denial of Reimbursement:** Santa Rosa County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.9 **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of Santa Rosa County for the purpose of influencing consideration of this proposal.
- 1.10 **Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

- 1.11 Right of Negotiation:** Santa Rosa County reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Exceptions to the Request:** Proposers may find instances where they must take exception with certain requirements or specifications of the Request. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Santa Rosa County, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
- 1.13 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless Santa Rosa County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.14 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, and other documentation submitted by proposers shall become the property of Santa Rosa County when received.
- 1.15 Copies:** An original and eleven copies, and one CD of the proposal and supporting documents must be submitted in response to the Request. All responses must relate to the specifications as outlined.
- 1.16 Insurance:** The individual/firm that is chosen will be required to provide proof of Workers' Compensation Insurance for all of its workers that is consistent with the Florida Workers' Compensation law. In addition, General Liability Insurance, Automobile Insurance, and Professional Liability Insurance should be held by the Consultant.
- 1.17 Disadvantaged Business Enterprise (DBE) -** For this FDOT assisted contract, Santa Rosa County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 9.91% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:
<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

1.18 Title VI Nondiscrimination Policy Statement: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

1.19 Discriminatory Vendor List and Debarment/Suspension: An entity or affiliate, who has been placed on the discriminatory vendor list, as maintained by the Florida Department of Management Services, may not submit a bid. Additionally, an entity or affiliate shall not be Debarred or Suspended in accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326).

- 1.20 Submittal of Qualifications:** Proposals should include experience and qualifications as described in the Scope of Services. Additional information may be submitted as appropriate to further describe proposer and the firm's capabilities within the allotted 6 pages for the submittal.
- 1.21 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, ADA, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. Proposers certify that all equipment, services and or goods provided to Santa Rosa County comply with the Department of Justice ADA Title III Regulations.
- 1.22 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this Request. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package.
- 1.23 Pre-proposal meeting:** A pre-proposal meeting will NOT be held for this project.
- 1.24 Public Entity Crimes Statement:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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 and goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."
- 1.25 Performance Evaluation:** At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.
- 1.26 Contracting with County Employees or Board Members:** Any County employee, Board member or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney or his designated representative prior to submittal of a response or application of any type to contract with the County. The affected employee or Board member shall disclose his or her assigned function within the County and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statutes 112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with County employees or board members, and provides directions accordingly.

1.27 Proposed Schedule:

Proposal Request	September 21, 2015
Deadline for Questions	October 2, 2015
Receive Proposals	October 13, 2015
Rank Proposals (staff)	October 13-16, 2015
Award at BOCC Mtg	October 22, 2015
Fee Negotiations	October 22-30, 2015
Contract / NTP	November 1, 2015

Questions should be directed to:

Chris Phillips, Project Manager
(850) 983-7100

[email: chrisp@santarosa.fl.gov](mailto:chrisp@santarosa.fl.gov)

Request for Letters of Response

TIGER POINT BOULEVARD SIDEWALKS - CEI Project Description:

Santa Rosa County CEI – TIGER POINT BOULEVARD SIDEWALKS

This Contract will be executed up to that amount which will provide adequate services to insure compliance with FDOT LAP guidelines and construction quality assurance as described in the Scope of Work for the sidewalk project as described in the plans and specifications with a construction estimate of \$91,000 and a contract duration of 75 calendar days. The project limits are the west side of Tiger Point Boulevard from US Hwy 98 southward for 2,150 LF (approximately across from Madura Road).

Project Contact: Chris Phillips, P.E. 850-981-7100 chrisp@santarosa.fl.gov

Special Notes:

The County staff will review the submitted letters of response and provide a recommendation of award to the Board of County Commissioners (BOCC) based on ranking. Letters should address the items under EVALUATION CRITERIA and will be limited to six (6) pages in length, 10 point font or larger. Submit 12 hardcopies and 1 CD for review to the Santa Rosa County Procurement Department, Attention: Orrin Smith 6495 Caroline Street Suite G, Milton, Florida 32570. The following items are to be included in the submittal but, will not be counted towards the six page limit (all forms are attached at the back of the scope of services)

- Proposed Sub-consultant Listing Form
- One (1) Page Staffing Matrix Form
- DBE Participation Statement Form
- Two (2) Page Resume for Each Person Proposed, Including Sub-consultants
- Certificates of Insurance as described in “Information and Instructions” 1.16
- Proof of Licenses/Certifications -Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.
- E-Verify - 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 Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state

contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- FDOT Prequalification: 10.1 Rdwy Construction Engineering Inspection
- Public Entity Crimes Statement
- Drug-Free Workplace Form (FDOT Form #375-040-18)
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

Evaluation Criteria:

The letters of response will be graded on the following:

The consultant should demonstrate their understanding of the scope of services and of any unique issues expected to be involved in the Project that might lead to cost overruns and time delays. The consultant should submit a staffing plan which clearly shows the elements of the organizational structure necessary to complete this Project. The plan should include the administrative and technical aspects of the Project. Key personnel must be identified by discipline and past work experience as it relates to this particular project. A sample score sheet is included in APPENDIX A FORMS. Items listed are general in nature and do not excuse submitters from including all of the information required of this request.

Response Procedures:

Qualified consultants are encouraged to submit a letter of response by October 13, 2015 by no later than 10:00 a.m. central time. Submit to the SRC Procurement Dept.

Letters of response should contain, at a minimum, the following information:

- Project name – **TIGER POINT BOULEVARD SIDEWALKS - CEI**
- Consultants name and address
- Proposed responsible office for consultant
- Contact person, phone number, and e-mail address
- Statement regarding prequalification of consultant or proposed sub-consultants in advertised type of work
- Proposed key personnel and their proposed roles
- Sub-consultant(s) that may be used for the Project
- Consultant's QA/QC procedures

Release Date: September 21, 2015

Board Approval: Proposal to likely be placed on the October 22, 2015 BOCC Meeting agenda for approval.

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

TIGER POINT BOULEVARD SIDEWALKS - CEI

General Assign CEI Services for Santa Rosa County

1.0 **PURPOSE AND SCOPE:**

This statement of work describes and defines the services which are required for the general design of a contract to construct the CR184A BERRYHILL ROAD MILL AND RESURFACE - CEI in Santa Rosa County. Work assignments include total construction engineering and inspection (CEI), contract administration services, surveying, sampling and testing oversight, plans review, constructability reviews, and compliance review.

The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement, in accordance with standard engineering practices and local and state law.

2.0 **LENGTH OF SERVICE:**

The Consultant services for the CEI Contract shall begin upon written notification to proceed by the County, and shall terminate 30 days following the closeout of the Construction Contract (construction contract time is 75 days).

The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

3.0 **DEFINITIONS:**

- A. **Construction Project Manager** shall mean the County employee assigned to manage the CEI Contract and represent the County during the performance of the services covered under the Agreement.
- B. **Consultant** shall mean the firm or company under contract with the County for administration of CEI Services for the Project.
- C. **Construction Contract** shall mean the written agreement between the County and the Contractor settling forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of labor and materials, and the basis of payment.
- D. **Contractor** shall mean the individual, firm, or company contracting with the County for the construction of the Project.

E. **Agreement** shall mean the Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of services and the basis of payment.

F. **Project** shall mean the CR184A BERRYHILL ROAD MILL AND RESURFACE Project.

4.0 **ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:**

The County will furnish the following contract documents for the Project. These documents will be provided in paper format.

1. Construction Plans and Project Manual,
2. Special Provisions, if any, and
3. Copy of Executed Construction Contract and any revisions or addendums thereto once received.

5.0 **ITEMS FURNISHED BY THE CONSULTANT:**

A. **Vehicles**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both side of the vehicle.

B. **Field Equipment**

The Consultant shall supply equipment essential to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement. Hard hats shall have the name of the consulting firm visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field equipment shall be maintained and in operational condition at all times. All project MOT shall be in accordance with FDOT standards and laws of the State of Florida.

C. Licensing for Equipment Operations

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the licenses and supporting documents available to the County for verification upon request.

6.0 LIASION:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication related to its responsibilities under this Agreement. The Construction Project Manager shall review and approve the Consultant's invoice approval requests, personnel approval requests, time extension requests, and Agreement amendment requests.

7.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all extensions thereof, the County will review various areas of Consultant operations to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon approval of the Construction Project Manager. County recommendations and Consultant responses or actions, or both, are to be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned design responsibilities, or reassign design personnel, within one week of notification.
2. Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
4. Increase the scope and frequency of training of the Consultant personnel.

8.0 REQUIREMENTS:

A. General

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the Project is constructed in substantial conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall make sure all appropriate contractor documents (insurance, licensing, etc.) are kept up to date throughout the duration of the construction contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, to identify discrepancies, to report significant discrepancies to the Construction Project Manager, and to direct the Contractor to correct such observed discrepancies.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Administrative work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of his obligations under the Construction Contract.

B. Survey Control

The Consultant shall check the survey baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the Project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record pre-construction and final cross section surveys of the Project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction Project; and (3) perform incidental engineering surveys.

C. On-site Inspection

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Project is constructed in substantial conformity with such documents. The Consultant shall monitor any necessary erosion control measures as to their location and functionality. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Consultant shall be responsible for monitoring and inspection of

Contractor's work zone traffic control plan and review of modifications to the work zone traffic control plan, including alternate work zone traffic control plan, in accordance with FDOT's procedures. Consultant's employees performing such services shall be qualified in accordance with the FDOT's procedure.

D. Sampling and Testing Oversight

The Consultant shall oversee sampling and testing of component materials and completed work undertaken by the Contractor in accordance with the construction contract documents. The minimum sampling frequencies set out in the plans and specifications shall be met. If a question arises regarding testing frequency, FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's quality control activities at the Project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the Project for verification and acceptance.

Sampling, testing and laboratory methods shall be performed in accordance with FDOT's Standard Specifications, Supplemental Specifications or as monitored by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

E. Engineering Services

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the Project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the Project, and properly documenting all significant Project changes. The Consultant shall perform the following services:

1. Schedule and attend, within ten (10) days after the Notice to Proceed is rendered to Consultant, a Pre-Construction conference for the Project in accordance with County's procedure. The Consultant shall provide appropriate staff (including Resident Compliance Officer) to attend and participate in the meeting. The Consultant shall record a complete and concise record of the proceedings of the meeting and distribute copies of this summary to the participants and other interested parties within seven (7)

days following the meeting. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. To verify compliance with a NPDES General Permit, provide at least one inspector who has successfully completed the “Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors”. The Consultant’s inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 “Final NPDES General Permits for Storm water Discharges from Construction Sites” and regulations adopted by the County.
3. Analyze problems that arise on the Project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.
4. Produce reports, verify quantity calculations, field measure for payment purposed as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the County to make timely payment to the Contractor.
5. Monitor each Contractor and subcontractor’s compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rate in accordance with FDOT’s LAP procedures.
6. Provide a Resident Compliance Specialist for surveillance of the Contractor’s compliance with the Construction Contract. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the Contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, Subcontracts, and On The Job Training Requirements. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; and attend all compliance reviews and furnish the complete Project files for review.
7. Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare any applicable notices

for distribution to adjacent property owners. The Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release to the County's PIO.

8. Prepare and submit to the Construction Project Manager monthly, a construction status report.
9. Video tape the pre-construction conditions throughout the Project limits. Provide a digital photo log or video of Project activities, with heavy emphasis on potential claim items or issues and on areas of actual or potential public controversy.
10. Photography. The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:
 - a. Pre-construction photographs
 - b. Normal and exceptional progress of work
 - c. Critical path activities
 - d. Accidents showing damage
 - e. Unsafe working conditions
 - f. Unusual construction techniques
 - g. Damaged equipment or materials
 - h. Any activity which may result in a claim

These photographs will be filed and maintained on the Consultant's computer. The taking of photographs shall begin the day prior to the start of construction and continue regularly throughout this Project. Photographs shall be taken the days scheduled for Conditional, Partial or Final Acceptance.

F. Plans Review, Construction Time and Construction Cost Development

Upon request, the Consultant shall be asked to provide assistance to the County in reviewing various County design plans for constructability and feasibility, the development of contract time and special provisions. They will coordinate design reviews with County Engineers. This will include, but not be limited to:

Perform design field reviews on construction projects as directed by the Construction Project Manager, to insure that the plans are adequate to

accomplish the intended project and that the necessary special provisions are developed to cover the required timing and contractor work effort.

Determine the amount of time that the work specified can be reasonably accomplished (determine contract time including procurement time and construction days).

Review such items as utilities, Maintenance of Traffic, Construction Sequences and Phasing, Permit Requirements and Conditions, Quantities, and Equipment requirements. Note any items that may generate future problems on a proposed project. Determine the feasibility of construction equipment ingress, egress and placement at the work site.

The Consultant shall coordinate with the Contractor the most practical location for a layout area and Project sign placement. The Consultant will provide written comments on each review to the Construction Project Manager.

G. Contractor Schedule Review

The Consultant shall review designated contractor schedules for completeness and logic. A written report shall be provided to the Construction Project Manager.

H. EEO/DBE Affirmative Action Compliance

This task includes the coordination of the EEO/DBE/Affirmative Action Programs for this Project. The duties of the Compliance Officer include, but are not limited to, the following:

Assist the Project Engineer in monitoring the Contractor's compliance with contract requirements. Notify the Project Engineer when the Contractor is found to be in non-compliance. Prepare correspondence to the Contractor and County personnel with regards to any violation and/or non-compliance. Verify the Contractor's payrolls for format classification, pay scale, etc. Maintain filing system for payrolls and labor interviews. Maintain on-the-job training records. Verify the Contractor is providing necessary training with correct number of trainees listed for this Project. Make personal contacts with trainees on the job site at least once a month. Check jobsite at least once a month to verify bulletin board and posters adhere to the contract requirements. Set up and maintain main files according to the EEO Contract Administration Manual. Verify to DCCE that all necessary documents have been received for submission of Contractor's affidavit of payment. Ensure Contractor compliance with all Project related EEO

requirements as outlined in the FDOT Equal Employment Opportunity Construction Contract Compliance Workbook January 2014 Edition.

I. Environmental Support Services

Elements of work include, but are not limited to, assisting construction personnel in compliance with environmental permit conditions, providing environmental expertise to construction personnel, preparation of NPDES permit Notice of Intent packages, and preparing written reports detailing environmental status of construction Project permits.

J. Other Related Construction Management Duties

The Consultant shall perform other related duties to assist the County as requested in writing by the Construction Project Manager in addition to those listed here. **ALL** documents (including but not limited to RCS requirements) required by FDOT LAP manager to be uploaded into LAPIT at conclusion of project shall be uploaded by Consultant prior to concluding this contract. A CD shall be provided with these document scans as well and the required hard copies.

9.0 PERSONNEL:

A. General Requirements

The Consultant shall staff the Project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

B. Personnel Qualifications

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of the personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum education, and experience. Personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified by the Consultant in the Agreement are to be assigned as proposed and are committed to performing services under this Agreement.

Personnel changes will require written approval from the County. Previously approved staff whose performance is unsatisfactory, shall be replaced by the Consultant within one week of County's notification.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to the minimum qualifications will be considered on an individual basis.

Project Engineer – a Civil Engineer degree and be registered in the State of Florida as a Professional Engineer and six (6) years of engineering experience. Non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate and staff members; develop and review policies, methods, practices, and procedures; and review programs for conformance with FDOT's standards. Qualifications should include: responsible for performing technical assignments in construction layout, making and checking engineering computations, inspecting construction work, and conducting field tests and coordinating and managing the lower level inspectors. Work is performed under the general supervision of the County.

Secretary/Clerk Typist – High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Project Engineer and their staff.

Environmental Specialist – A bachelor's degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences, or engineering; or a Master's degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a doctorate in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State of Florida. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data. This person may be the same as the Project Engineer.

CEI Resident Compliance Specialist – Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in

monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings (including CCCA progress and closeout meetings) for Resident Compliance Specialists as determined necessary

C. Staffing

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the Project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been closed out. Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the Project, the Consultant will be allowed ten (10) days maximum to also demobilize or relocate such forces.

10.0 QUALITY ASSURANCE (QA) PROGRAM:

A. Quality Review

The Consultant shall conduct a review to make certain his own organization is in compliance with the requirements cited in this Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The Consultant shall perform a QA review within the first two (2) months of the start of construction.

For the asphalt portion of this Project, the Consultant shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to ensure all sampling, testing, inspection, and documentation are occurring as required of the Consultant's staff.

B. QA Plan

Within thirty (30) days after receiving award of the Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization to

assure conformance with the Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

3. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

4. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

5. Quality Assurance Certification

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and procedures.

C. Quality Records

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be

available to the County upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

11.0 VERIFICATION OF CONTRACT COMPLETION:

A. Deliverables

Prepare documentation and records in compliance with the Agreement, Consultant's approved QC Plan and FDOT's Procedures. Include a comparison spreadsheet showing bid quantities vs. as built quantities and the percentage increase/decrease of each.

Review final as-built plans delivered to Consultant by Contractor, and thereafter submit three hard copies set and one digital of final as built plans documenting Contractor's work (one record set with two copies) to the Construction Project Manager as follows:

1. Within twenty (20) calendar days of final acceptance; or
2. Where all items of work are complete and conditional/partial acceptance is utilized (Plant establishment) for a period exceeding twenty (20) calendar days, the Consultant's verification of Contractor's performance of that work will be due on the twentieth (20th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the County at final acceptance detailing any necessary revisions to the pay items covered under the conditional/ partial acceptance.

All items required by the FDOT LAP administrator to be uploaded into LAPIT shall be uploaded by the consultant by the conclusion of the CEI contract.

12.0. AGREEMENT MANAGEMENT:

A. General

1. With each monthly invoice submittal, the Consultant will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.

2. When the Consultant identifies a condition that will require an Amendment to the Agreement, the Consultant will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the Amendment and all accompanying documentation to the Construction Project Manager for approval and further processing.
3. The Consultant for the Project shall be responsible for performing follow-up activities to determine the status of each Amendment submitted to the County.

B. Invoicing Instructions

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County. If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s). Invoices shall include time sheets to verify each employee's time spent on the project.

13.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the County, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

14.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation or time, or both, after the Consultant has completed this Agreement, the Consultant shall, at the written request from the County, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through an amendment to this Agreement.

15.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Service shall apply.

16.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

17.0 COUNTY AUTHORITY:

The County shall be the final authority in considering Contract modification of the Contractor for time, money or any other consideration.

APPENDIX A

FORMS

CEI SERVICES
EVALUATION CRITERIA
TIGER POINT BOULEVARD SIDEWALKS

Evaluation Factors	Points Available	Names of Firms					
		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Understanding of Request and inclusion of all required documentation	20						
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	20						
Demonstration of project specific knowledge or unique qualifications of proposed consultant staff to effectively administer the project.	20						
Successful experience in public sector and/or LAP funded projects. Provide 3 examples.	20						
Firm's QA/QC procedures (record keeping, material testing for acceptance, QC inspection of the work, communication)	10						
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work. Provide 3 reference letters regarding 3 different projects	10						
TOTAL POINTS:	100						

DIRECTIONS: Score each firm in each category. In the event of a tie for 1st or 2nd place, there will be another scoring round using only the two tied firms to determine their final ranking.

Point Spread (score can be between ranges below) _____

20 Point scale: 20 = Perfect 15 = Good 10 = Missing key elements

10 Point scale: 10 = Perfect 7 = Good 5 = Missing key elements

Evaluator's Name: _____

Signature: _____

Time spent reviewing submittals: _____ hrs

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT

375-030-21
PROCUREMENT
10/01

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant () is () is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: _____

Title: _____

Date: _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

Identification Number (FEIN) is _____

Social Security Number of the individual signing this Sworn Statement: _____

and (if applicable) its Federal Employer

If the entity has no FEIN, include the

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2_____.

Personally known _____

or Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed, typed, or stamped commissioned name of notary public.)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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, and 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 subsection (1).

(4) In the statement specified in subsection (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 conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

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

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

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

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

Name of Consultant:

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

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

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

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

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

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

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