

June 3, 2016

MEMORANDUM

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Request for Letters of Response for DESIGN & RIGHT OF WAY – King Middle School/Glover Lane Sidewalks

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for Right of Way Acquisition and Design services for the **BID #16-044 King MS/Glover Lane 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: 3.1 Minor Highway Design; 21 Acquisition, Negotiation, Closing and Order of Taking; 24 Acquisition Relocation Assistant; 8.2 Design, Right-of-way, and Construction Surveying; 8.4 Right of Way Mapping.

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 J, Milton Florida 32570, and must be received by 10:00 a.m., June 21, 2016. Only proposals received by the aforesaid time and date will be considered. All proposals shall be sealed and clearly labeled, "**BID #16-044 KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY**" 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. 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 June 14, 2016.

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 “**BID #16-044 KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY**”. 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 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 per 337.106, F.S.
- 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	June 3, 2016
Deadline for Questions	June 14, 2016
Receive Proposals	June 21, 2016
Rank Proposals (staff)	June 21-24, 2106
Fee Negotiations	June 24-28, 2016
Contract / NTP	June 29-July 5, 2016
Award at BOCC Mtg	July 14, 2016

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

KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY

Project Description:

This contract will be executed up to that amount which will provide adequate design services and right of way acquisition services to insure compliance with FDOT 2016-17 Design Standards and compliance with the FDOT LAP Guidelines. Pursuant to federal regulations, all right-of-way acquired will be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act). The consultant work will be reviewed by the Florida Department of Transportation (FDOT) to ensure that right-of-way is acquired in accordance with the Uniform Act and other applicable laws and regulations. All right-of-way acquisitions shall comply with the FDOT Right-of-Way Procedures Manual and use FDOT forms.

The project limits include Rosasco Street (2770 LF), Byrom Street (2630 LF), King Street (480 LF), and Glover Lane (2800 LF). Additional right of way is anticipated to be needed along portions of each street except Glover Lane. A map is attached at the conclusion of this request showing the limits of construction.

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, 6495 Caroline Street Suite J, 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: 3.1 Minor Highway Design; 21 Acquisition, Negotiation, Closing and Order of Taking; 24 Acquisition Relocation Assistant; 8.2 Design, Right-of-way, and Construction Surveying; 8.4 Right of Way Mapping.
- 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 their past work experience as it relates to this particular project. A sample score sheet is included at the end of this request. Items listed are general in nature and do not excuse submitters from including all of the information required of this request. Select members of 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.

Response Procedures:

Qualified consultants are encouraged to submit a letter of response by June 21, 2016 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 – **BID #16-044 KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY**
- 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: June 3, 2016

Board Approval: Proposal to likely be placed on the July 14, 2016 BOCC Meeting agenda for approval.

DESIGN AND RIGHT OF WAY ACQUISITION SERVICES
EVALUATION CRITERIA
KING MS / GLOVER LANE SIDEWALKS

Names of Firms

Evaluation Factors	Points Available	Names of Firms			
		FIRM 1	FIRM 2	FIRM 3	FIRM 4
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.	10				
Previous firm experience with managing the acquisition of right-of-way on federally funded projects with the FDOT. Provide 3 example projects.	10				
Project personnel's experience in public sector and/or LAP funded projects. Provide an example for each staff member proposed.	10				
Firm's successful experience in public sector and/or LAP funded projects. Provide 3 examples.	10				
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 for similar public sector 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: _____

DESIGN & RIGHT OF WAY ACQUISITION SERVICES

SCOPE OF SERVICES

FOR

KING MS/GLOVER LANE SIDEWALKS

General Assign Design and Right of Way Acquisition 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 KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY in Santa Rosa County. Work assignments include total surveying, right of way acquisition, and design services to produce sidewalk plans in accordance with FDOT 2016-17 Design Standards, 2011 Florida Greenbook Requirements, Big 4 LAP Specifications, ADA requirements, and FDOT LAP Standards. All submittal must contain all items on the LAP Checklist for Construction Projects as applicable.

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 Design/Right-of-Way Contract shall begin upon written notification to proceed by the County. The duration of the Design/Right-of-Way contract will be 300 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' 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 five (5) years after completion of the services.

3.0 DEFINITIONS:

- A. Construction Project Manager** shall mean the County employee assigned to manage the Design/Right-of-Way 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 Design/Right-of-Way Services for the Project.
- C. 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.
- D. Project** shall mean the KING MS/GLOVER LANE SIDEWALKS – DESIGN & RIGHT OF WAY 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. Project data currently on file
2. Provide phase reviews of right of way documents, plans, and engineering documents
3. Provide appropriate signatures for any necessary environmental permitting applications

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 Surveying/Design/Right-of-Way 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 surveying 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.

D. **Tangible Assets**

Contracts for services are not appropriate for the acquisition of tangible property.

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 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. 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 design a project and put together project documents that result in a constructible project that meets all general engineering principles, regulatory agencies' requirements, and conforms to FDOT LAP and FHWA requirements.

B. Design

1 Cost Estimates

The Consultant shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

2 Field Reviews

Includes all trips required to obtain necessary data for all elements of the project.

3 Technical Meetings

Includes meetings with County staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, municipalities, railroad companies and other miscellaneous meetings. The Consultant shall prepare and submit to the County Project Manager for review, the meeting minutes for all meetings. The meeting minutes are due within five (5) days of attending the meeting.

4 Specifications / Project Manual

The Consultant shall prepare and provide a project manual complete with Manual cover sheet, table of contents, project specific County front end documents, Schedule of Unit Prices, documents required by the LAP program, and technical specs as outlined in the general scope of work.

5 Plans

The Consultant shall prepare and provide plans including a cover/index sheet, plan and profile sheets, details, appropriate critical cross sections, and SWPP detail sheet if applicable.

C. Surveying

The Consultant shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

Scope: Consultant shall survey all property boundaries, rights-of-way, easements, above ground improvements, and topographic features in order to identify right of way needs and to provide information to the design consultant to facilitate the design of an appropriate sidewalk system meeting all design criteria as laid out in the standards listed above.

The Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the County. Field books submitted to the County must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The County may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The County may instead require that these points be surveyed by true line, traverse or parallel offset.

1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the County Surveyor (CS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

2 Vertical Project Control (VCP)

Establish or recover VCP, for the purpose of establishing vertical control on datum approved by the County Surveyor (CS); may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per County or State R/W Maps, platted or dedicated rights of way.

4 Reference Points

Reference HPNC points, project alignment, vertical control points, section, ¼ section, center of section corners and G.L.O. corners as required.

5 Topography/DTM (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient

density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

6 Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

7 Roadway Cross Sections/Profiles

Perform cross sections or profiles. May include analysis and processing of all field-collected data for comparison with DTM.

8 Side Street Surveys

Refer to tasks of this document as applicable.

9 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

10 Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a D.T.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

11 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

12 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

13 Pond Site Survey

Refer to tasks of this document as applicable.

14 Mitigation Survey

Refer to tasks of this document as applicable.

15 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

16 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

17 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

18 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

19 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

20 Boundary Survey

Perform boundary survey as defined by County standards. Includes analysis and processing of all field-collected data, preparation of reports.

21 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by County standards.

22 Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

23 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

24 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

25 Work Zone Safety

Provide work zone as required by County and FDOT standards.

26 Miscellaneous Surveys

Refer to tasks of this document, as applicable, to perform surveys not described herein. The percent for Supplemental will be determined at negotiations. This item can only be used if authorized in writing by the County Surveyor (CS) or their representative.

27 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by County Project Manager. Refer to tasks of this document, as applicable, to perform surveys not described herein.

28 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

29 Field Review

Perform verification of the field conditions as related to the collected survey data.

30 Technical Meetings

Attend meetings as required and negotiated by the County Project Manager.

31 Quality Control/Quality Assurance

Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

32 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the County Surveyor or County Project Manager.

33 Coordination

Coordinate survey activities with other disciplines.

D. Other Related Design Duties

The Consultant shall perform other related duties to assist the County as requested in writing by the Project Manager in addition to those listed here. All documents required by FDOT LAP manager to be uploaded into LAPIT at conclusion of project shall be uploaded by Consultant prior to concluding this contract.

E. Right-of-Way Acquisition

The Consultant shall perform duties related to the acquisition of the right of way needed to provide a project in compliance with the standards listed throughout the request. Right of way must be acquired as set forth in The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, which is commonly call the Uniform Act. The consultant shall review the following document as a guide to acquiring right of way: http://www.fhwa.dot.gov/real_estate/uniform_act/program_administration/lpa_guide/reag.pdf

All aspects of right of way acquisition shall be billed separately from the design aspect of this project as this portion of the project is NOT eligible for reimbursement through the Local Agency Program. The County will be responsible solely for the right of way acquisition funding.

After surveys and preliminary design layout (approx. 30% review) that will identify right of way needs are complete and reviewed by the County, the right-of-way acquisition consultant shall contact the relevant property owners to see if they would donate the required right of way to the County. If donation is not amenable, the acquisition process as laid out in the Uniform Act will be pursued.

If the property owner does not wish to participate in any manner, the Project Manager will be notified immediately.

There will be a coordination effort between FDOT and SRC in regards to appraisals and right of way documents. The consultant will be required to participate in this coordination as needed.

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 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 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 design). Qualifications should include: responsible for performing technical assignments in roadway design, making and checking engineering computations, and designing a constructible project. 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.

Right of Way Acquisition Personnel – Registration with Florida Real Estate Commission is required. Real estate brokers and real estate salespersons shall be licensed by DBPR.

C. Staffing

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of the survey/design/right-of-way acquisition phases of the Project.

10.0 QUALITY ASSURANCE (QA) PROGRAM:

A. Quality Review

It is the intention of the County that Consultants under this agreement are held responsible for their work, including plans review. Detailed checking of Consultant plans or assisting in designing portions of the project for the Consultant is not the intent of having external design consultants. The purpose of Consultant plan reviews is to ensure that Consultant plans follow the plan preparation procedures required of LAP projects, that state and federal design criteria are followed with the County concept, and that the Consultant submittals are complete.

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

The Consultant shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings,

specifications, and other documentation prepared as a part of the contract. The Consultant shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the Consultant as part of their normal operation or it may be one specifically designed for this project. The Consultant shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the County, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the County, a subconsultant may perform Independent Peer Reviews.

11.0 VERIFICATION OF CONTRACT COMPLETION:

A. Deliverables

Upon final approval of plans and project manuals by FDOT, the Consultant shall provide 3 hard copies of the plans and project manuals as well as one electronic copy (pdf) via CD. Since all submittals to FDOT LAP for review will be made electronically, all project milestones must include pdf copies of plans and project manuals for approval. All items required by the FDOT LAP administrator to be uploaded into LAPIT shall be uploaded by the consultant at the conclusion of the design phase.

Three hardcopies with original signatures as well as one electronic copy of all necessary deeds, legal descriptions, surveys, and other documents required by the Uniform Act shall be provided to the County.

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.

All aspects of right of way acquisition shall be billed separately from the design aspect of this project as this portion of the project is NOT eligible for reimbursement through the Local Agency Program. The County will be responsible solely for the right of way acquisition funding.

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 or other 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.

**SAMPLE CONTRACT
FOR
PROFESSIONAL
SERVICES**

CONTRACT FOR SERVICES

SANTA ROSA COUNTY ("County") and **XXXXXXXXXX**, ("Consultant") enter into this Agreement this ____ day of XXXXXX, 2016.

WHEREAS, it is the desire of County secure and retain the services of the Consultant to provide Design and Right-of-Way Acquisition Services for XXXXXXXXXXXXXXXXXXXX Project, both parties agree to the following:

I. SCOPE OF WORK

Consultant will perform duties as outlined in the attached Letter of Response to Request for Proposal attached as Exhibit A, Fee Schedule attached as Exhibit B, and Scope of Services attached as Exhibit C, pursuant to all provisions in the Terms for Federal Aid Contracts attached as Exhibit D.

II. TERMS, FEES AND EXPENSES

The term of this agreement shall be from XXXX XX, 2016 through XXXXX XX, 2016.

Fees. County shall compensate Consultant at the rate set forth in the fee schedule attached as Exhibit B with the total compensation not exceeding \$XXX,XXX.XX, unless given written authorization by the County.

Third Party Expenses. In addition to fees, County shall reimburse Consultant for costs and out-of-pocket expenses reasonably incurred in connection with the performance of the work, provided the expenses are approved in advance by County.

III. TERMINATION

This agreement may be terminated by either party upon providing thirty (30) days written notice to the other party.

III. GENERAL PROVISIONS

A. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of Florida, but excluding the conflict of laws thereof.

B. Assignment. Neither party may assign any of its rights or delegate any of its duties or obligations under this agreement without the express written consent of either party.

C. Partial Invalidity. In the event that any provision of this agreement shall be construed to be illegal or invalid for any reason, said legality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable

and letter agreement shall be construed and enforced as is such illegal and invalid provision had never been included herein.

D. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It may be changed only by a written agreement signed by the parties.

E. Independent Contractors. Consultant and County are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

F. Consultant agrees to indemnify and hold harmless County, its agents, officials, and employees for any and all claims, suits and damages arising out of the operation of this contract.

G. County and Consultant agree that the contract fee has been established in accordance with 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b) and that no caps have been or will be placed on Consultant's overhead rates (indirect rates) or direct salary multipliers.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

SANTA ROSA COUNTY, FLORIDA

By: _____
XXXXXX XXXXXX, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court

CONSULTANT:

XXXXXXXXXX

By: _____
XXXXXXXXXXXXXX

WITNESSES:

PRINTED NAME: _____

PRINTED NAME: _____

EXHIBIT A

LETTER OF RESPONSE

TO

REQUEST FOR

PROPOSAL

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

SCOPE OF SERVICES

EXHIBIT D

TERMS

FOR

FEDERAL AID

CONTRACTS

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

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

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

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

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

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.

Prompt Payment (49 CFR Part 26) - Prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractor.

Prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed is required and will be enforced by one of the methods below:

- (1) Decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - (2) Decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
 - (3) Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
- (c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Record Retention - The Consultant shall maintain books, records, documents, or other material subject to the provisions of Chapter 119, Florida Statutes, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant' offices for the purpose of inspection, audit, and copying during normal business hours by the County, any of its authorized representatives, and the public. Such records shall be retained for a minimum of five (5) years after completion of the services.

Specifically, if the Consultant is acting on behalf of a public agency the Consultant shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services being performed by the Consultant.
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the Department.

EXHIBIT D WILL ALSO INCLUDE THE FOLLOWING FORMS:

- PROPOSED SUBCONSULTANT LISTING
- DBE PARTICIPATION STATEMENT
- SWORN STATEMENT
- DRUG FREE WORKPLACE PROGRAM CERTIFICATION
- TRUTH IN NEGOTIATION CERTIFICATION
- CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANT/CONTRACTOR
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS
- CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
- DISCLOSURE OF LOBBYING ACTIVITIES
- EOC SCREENSHOT OF BIDDER OPPORTUNITY LIST REPORT