

# REQUEST FOR QUALIFICATIONS



## CITY OF CALLAWAY PROFESSIONAL ENGINEERING SERVICES RFQ NO.: CM2023-04

**ADVERTISED:** Panama City News Herald, an Office of Management  
& Budget Designated MSA Newspaper, on  
Friday, February 17, 2023

**BID DEADLINE:** 1:00 p.m. – Friday, March 10, 2023

### PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF CALLAWAY  
JANICE L. PETERS, CITY CLERK  
6601 EAST HWY. 22  
CALLAWAY, FL 32404

**RFQ OPENING:** 1:15 P.M. Friday, March 10, 2023  
Callaway Arts & Conference Center  
500 Callaway Park Way  
Callaway, FL 32404

*Janice L. Peters*

Janice L. Peters, MMC, City Clerk

PROFESSIONAL ENGINEERING SERVICES  
HUGH THOMAS N. SPINE ROAD & ASSOCIATED UTILITIES

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**CITY OF CALLAWAY, FL – REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES FOR THE  
HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES PROJECT  
RFQ NO: CM2023-04**

**PART I: ADVERTISEMENT**

Notice is hereby given that CITY OF CALLAWAY, FL is soliciting responses for **RFQ NO: CM2023-04: Professional Engineering Services**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the City of Callaway City Clerk's Office. **All RFQ Packages are due by or before 1:00 P.M. (CST) on Friday, March 10, 2023**. Any packages delivered to or received after the 1:00 P.M. deadline will not be considered and shall be returned unopened to the addressee. RFQ Packages may be submitted by mail to the Office of the City Clerk.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. The City of Callaway has entered into an agreement with Florida Department of Economic Opportunity (agreement #M0164) to administer these disaster recovery funds.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), the City of Callaway is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for the HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES PROJECT, which is supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). **The City of Callaway has, at this time, identified the need for a spine road and associated utilities project at Hugh Thomas North, in the Grimes Callaway Bayou Estates Community, which will be the focus of this RFQ. All submitted qualifications shall be for principal consultant and may include all sub-consultants.**

RFQ Packages are available for downloading from *Vendor Registry* via the City's website at <https://www.cityofcallaway.com/316/Bids> or by calling the City Clerk's Office at 850-215-6694 and requesting a packet. When making a request provide the full company name, full company address, company phone number, primary contact and email address. Vendors registered with Vendor Registry may download packages at no cost from the website. Download fees may apply to vendors not registered on the website.

Any and all **questions** or requests for information relating to this Request for Qualifications shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Friday, March 10, 2023**.

**Designated Point of Contact:** Janice L. Peters, City Clerk  
6601 E. Highway 22  
Callaway FL 32404  
Phone: (850) 215-6694  
Email:  
[jpeters@cityofcallaway.com](mailto:jpeters@cityofcallaway.com)

**Interested firms shall not contact, lobby, or otherwise communicate with any City of Callaway staff member, including any member of the City Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties.** Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFO NO: CM2023-04: Professional Engineering Services**. Each package must have the respondent's name and mailing address marked plainly on the outside of the envelope/container and shall consist of one (1) unbound hard-copy original document, and five (5) exact copies, which shall include all required documents and any supplemental information.

**Deliver or Ship RFQ Packages to:** City of Callaway  
City Clerk's Office  
6601 E. Highway 22  
Callaway, FL 32404

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Qualifications or Request for Qualifications, shall file with the City Clerk's Office for City of Callaway, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of City of Callaway) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City Clerk's Office.

**The City of Callaway City Commissioners reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose Qualifications best serves the interest of City of Callaway.**

BY: *Janice L. Peters*  
Janice L. Peters, City Clerk

**PART II: INTRODUCTION**

**A. BACKGROUND**

City of Callaway is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for the HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES PROJECT which is supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG- DR).

The City of Callaway will use CDBG-DR funds to principally benefit low-and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons.

**B. OBJECTIVES**

The selected Consultant will:

- Be capable of providing the City of Callaway with complete engineering services for their CDBG-DR HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES Project, including but not limited to engineering design, permitting, preparation of technical specifications, construction management/administration through to project close-out, as well as any “as needed” engineering services pertaining to the project, while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.
- Ensure all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully complete assigned project under-budget and within contractual time limitations.

**C. TENTATIVE SCHEDULE OF EVENTS**

The City proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the City’s needs.

Advertisement of Request for Qualifications	Friday, February 17, 2023
Deadline for Bid Questions	5:00 P.M. CST, Friday, March 3, 2023
Issuance of Final Addendum	Monday, March 6, 2023
Qualification Package Submission Deadline	1:00 P.M. CST, Friday, March 10, 2023
Opening of RFQ Submissions (Arts & Conf. Center)	1:15 P.M. CST, Friday, March 10, 2023
Evaluation of Submitted RFQ Packages by	Wednesday, March 22, 2023
Submittal of Evaluation Results to DEO by	Monday, March 27, 2023
Presentation of Award Recommendation to Commission	Tuesday, April 11, 2023
Issuance of Notices of Award & Contracts	Wednesday, April 12, 2023

**D. DUE DATE & LOCATION**

Packages submitted in response to this Request for Qualifications must be delivered to and received by the City Clerk’s Office by or before **1:00 P.M. on Friday, March 10, 2023**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFQ Packages shall be delivered to:** City of Callaway  
City Clerk’s Office  
6601 E. Highway 22  
Callaway, FL 32404

**E. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFQ shall be directed, *in writing*, to the following Designated Point of Contact: Janice Peters, City Clerk at [jpeters@cityofcallaway.com](mailto:jpeters@cityofcallaway.com). Interested firms **SHALL NOT** contact any staff member of City of Callaway, including members of the City Commission, except the above referenced individual, with regard to this RFQ as stated in “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

**F. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o'clock (5:00 P.M.) CST on **Friday, March 3, 2023**. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the City.

**G. ADDENDA**

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City issued Addendum, posted on the City's Vendor Registry site. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 8: Administrative Information**. The City shall make every possible, good faith effort to issue any and all addenda no later than five (5) days prior to the due date for Qualifications. Any addenda issued after this date, shall be for material or necessary clarifications to the Request for Qualifications.

**H. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**I. PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualification and the responses thereto are public record. Proposers should identify specifically any information contained in their qualifications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Qualification may result in such information being subject to release if requested in a public records request.

**J. SOLICITATION POSTPONEMENT/CANCELLATION**

The City may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by City Staff, in order to best serve the interests of City of Callaway.

**K. RIGHT TO REJECT / ACCEPT**

The City reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of City of Callaway.

**PART III: SCOPE OF SERVICES**

**A. GENERAL INFORMATION**

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the State of Florida Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Michael for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. The City of Callaway will use CDBG-DR funds for the HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES Project.

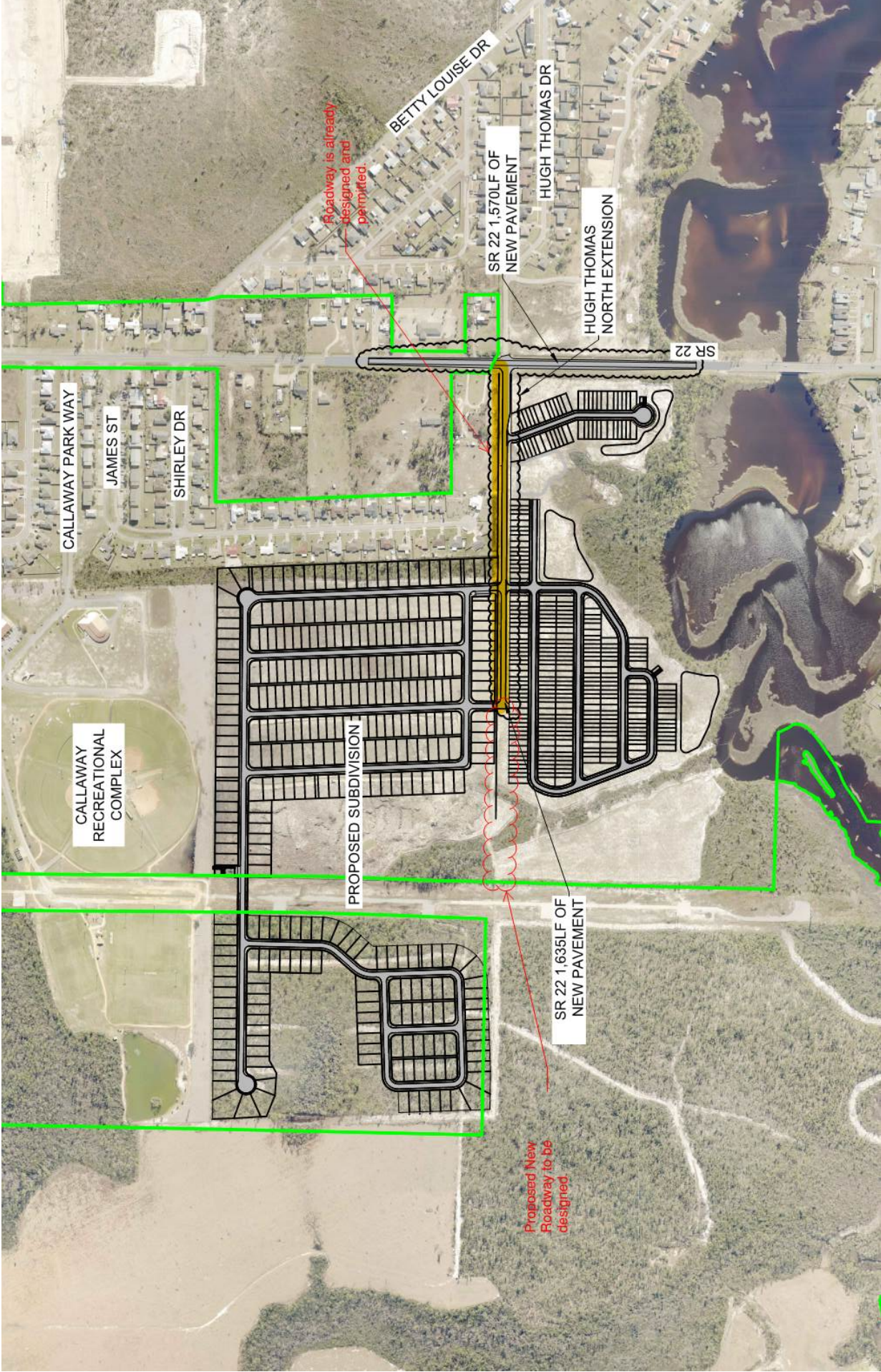
## **B. SCOPE OF SERVICES**

The City of Callaway is soliciting consultants to provide engineering services pertaining to the HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES PROJECT; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent. A copy of the sub-recipient agreement is being provided. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. Consultants shall submit their qualifications sufficient to accomplish, but not limited to, the requirements below:

1. Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
3. Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act to comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §1500-1508.

CONSULTANT responsibilities include:

- Examine the project site and provide project needs.
- Update/revise any existing engineering plan sets conforming to current City standards and reflect current site conditions.
- Compile Project Documentation required for HUD/CDBG-DR reimbursement.
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement.
- Provide “as-needed” engineering services for the project described herein.
- Conduct coordination/pre-application meetings with regulatory permitting agencies to communicate project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications to obtain respective permits.
- Provide cost effective and value engineered infrastructure improvement alternatives/options.
- Prepare engineering design plans and technical specifications necessary to compile a complete package (bid package) for the purpose of bidding the construction of this project.
- Assist City staff throughout the construction of the project, including, but not limited to, attending the pre-construction meeting, submittal/shop drawing review, responding to Requests for Information (RFI) throughout the construction period, periodic site visits to verify compliance with design documents, attendance at project progress meetings, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, and completion and submission of all permits and/or certifications required by the project.
- Provide engineering Services during Construction phase when requested.
- Provide process of contract monitoring, and ensure contractors adhere to deliverables, schedules, and rates.
- Satisfy all Federal, State, and Local agency CDBG-DR program requirements and provide adequate documentation.
- Identify and communicate risks that may preclude the City’s ability to optimize reimbursement.
- Status Reporting: Develop and provide weekly status updating to include a Plan of Action and Milestones (POA&M) for each project.
- Attend all public presentations and meetings associated with each project; along with City staff, and the City’s designated CDBG-DR program workgroup.
- Consultant’s leadership recognizes the value of the City’s time and anticipates attending an executive level meeting once a month to maintain executive level engagement and support (status report) and attend additional executive level conferences as requested by the city.



# HUGH THOMAS N. SPINE ROAD



## **PART IV: CONTRACT REQUIREMENTS**

### **A. CONTRACT AGREEMENT & TERM**

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the City will issue a professional services contract for a period of one (1) calendar year.

It is expressly understood that the City's Evaluation Committee preference/selection of any qualifications does not constitute an award of a Contract Agreement with the City. It is anticipated that subsequent to Commission's award, contract negotiations will follow between the City and the selected respondent. It is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent. The City reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the City may have encountered since the issuance of the RFQ.

### **B. TASK ORDERS**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed between the Consultant and City of Callaway. Task Orders shall be issued by the City Clerk's Office, as approved by the City Manager. The Task Order shall not be considered effective until executed by the City Manager.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Consultant Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

#### **1) Change Orders**

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Consultant shall be stated in a written proposal to the City for approval. The City reserves the right to reject any changes requested by the Consultant. Changes must be approved by the City Commission and the City Manager prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Consultant until receipt of a fully executed Change Order.

### **C. CONTRACT PERFORMANCE**

At any point in time during the term of the Contract with the awarded Consultant, City Staff may review records of performance to ensure that the Consultant is continuing to provide services as prescribed herein.

### **D. TERMINATION**

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, the City of Callaway shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by City of Callaway for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the City may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

### **E. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Consultant to perform all work in accordance with 2 CFR 200 requirements, any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the City both as to interpretation and to performance.

**F. LICENSES, PERMITS & FEES**

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**G. INSURANCE REQUIREMENTS**

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Respondent shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address:           City of Callaway  
                                                  6601 E. Highway 22  
                                                  Callaway, FL 32404

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law per Florida Statute 440.02.

In the event of unusual circumstances, the City Administrator, or his designee, may adjust these insurance requirements.

**H. INDEMNIFICATION**

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the CITY OF CALLAWAY, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.**

## **I. SUB-CONSULTANTS**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

At any time, the City may, at its discretion, require any Consultant to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-Consultants to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Consultant in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Consultant then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Consultant fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Consultant, at no cost to the City.

The City reserves the right to disqualify any Consultant, Consultant, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Consultants and other persons and organizations proposed by the Consultant and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

In an emergency declaration, it is the intent of the City to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the consultant is not a DBE/MBE/WBE firm the consultant entering into an agreement for this project must meet the following criteria:

- 1) Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**
- 2) If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the consultant is not a Section 3 firm the consultant entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

## **PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL INSTRUCTIONS & FORMAT**

### **A. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting a RFQ Package in response to this Request for Qualifications. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the city. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the city for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Request for Qualification Packages received in response to this RFQ shall become the property of City of Callaway and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of City of Callaway.

Each Respondent, by submitting a Request for Qualification Package in response to this RFQ, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the City Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Request for Qualification Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and City Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Request for Qualification Packages submitted shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

### **B. TRADE SECRETS**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

### **C. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the City any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the City, whether such association, interest, or circumstance constitutes a conflict of interest.

### **D. DETERMINATION OF RESPONSIVENESS**

The City shall make a determination for each respondent, as to the responsiveness of the submitted RFQ Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFQ may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The City reserves the right to waive any minor formality or irregularity in any submitted RFQ Package. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

**E. RFQ PACKAGE SUBMITTAL INSTRUCTIONS:**

The RFQ Package format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***are not to exceed one hundred (100) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ NO.: CM2023-04 PROFESSIONAL ENGINEERING SERVICES**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) unbound original document, and five (5) exact copies**, which shall include all required documents and any supplemental information.

Each Respondent shall submit a list of proposed sub-Consultants (if applicable) to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates and complete Attachment I, for each sub-consultant listed and submit with each copy of the RFQ Package. If sub-consultants are to be included in the Qualifications, all terms and conditions must be disclosed including method and reason for selection, sub-consultants' compensation, and sub-consultants billing rate.

At the City's request, provide all internal sub-consultant documentation for federal reimbursement review. If no sub-consultants are proposed, so state there on.

RFQ Packages shall be mailed or hand-delivered to:

City of Callaway  
City Clerk's Office  
6601 E. Highway 22  
Callaway, FL 32404

RFQ Packages must be submitted, in the format provided herein, by or before **1:00 P.M. CST on Friday, March 10, 2023**.

The City of Callaway Clerk's Office will not accept any RFQ Packages that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any City Department or City Employee other than the City Clerk's Office, as provided herein. Any packages delivered to any City Staff other than the City Clerk's Office shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

All RFQ Packages must include the following components:

<b><u>Section</u></b>	<b><u>Topic</u></b>
1	RFQ Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Socioeconomic Business Enterprise
8	Administrative Information

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is recommended that qualifications be organized in the manner specified as follows:

### **Section 1: RFQ Cover Page (Complete and Submit)**

#### **Section 2: Cover Letter**

Respondent shall provide a cover letter, not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

#### **Section 3: Company and Staff Qualifications**

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Professional Engineering Services for HUGH THOMAS N. SPINE RD. & ASSOCIATED UTILITIES PROJECT as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Consultants (Attachment I)
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

#### **Section 4: Related Experience**

In this section, respondent shall provide evidence of performance related to the Scope of Requested Services. Consultants and/or Sub-Consultants that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

Respondents shall demonstrate a minimum of three (3) years of experience in providing professional engineering services road improvement projects.

#### **Section 5: Project Approach**

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the city.

**Capacity-** Provide a detailed description demonstrating the consultants' capacity to handle the needs stated in this RFQ; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the City during the duration of the contract.

### **Section 6: Quality and Schedule Control**

In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor, and track quality control methods; including coordination of sub-consultants and the ability to meet schedules in a timely manner.

**Project Schedule and Timeline-** Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

### **Section 7: Socioeconomic Business Enterprise**

Provide current copy of certificate of MBE/WBE/DBE.

Respondents will receive the maximum score of TEN (10) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultant's MBE/WBE/DBE certification.

### **Section 8: Administrative Information**

**Please include the following:**

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Truth in Negotiation Certification (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Acknowledged Addenda

## **PART VI: EVALUATION AND AWARD**

### **A. RECOMMENDATION FOR AWARD**

Recommendation shall be made to the City Commission by City Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order in order to award a Contract for the services described herein.

### **B. PROTEST PROCEDURES**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Qualification, shall file, with the City Clerk's Office a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of City of Callaway) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the City Clerk's Office.

**C. EVALUATION OF RESPONSES**

All properly submitted Qualification Packages that are determined to be responsive to the requirements of this RFQ, shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive a set of all of the submitted Request for Qualification Packages submitted with all issued Addenda, and Evaluator’s Score Sheet. Evaluators shall review and score the submitted, responsive, Request for Qualification Packages individually, with no interaction or communication with any other individual. Evaluators’ scores shall be announced at the public Evaluation Meeting.

City Staff may consider any evidence available regarding abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City of Callaway Commission.

The City of Callaway City Commission reserves the right to reject any or all qualifications, waive minor formalities or award to negotiate with the firm whose qualifications best serves the interest of the City.

**D. EVALUATION CRITERIA**

The intent of this RFQ is to qualify Respondents based on the Respondent’s qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The City intends to select the highest ranking firm as deemed necessary in order to accomplish the goals and objectives established by the City. Only the firm qualified through this RFQ process and approved by the City of Callaway City Commissioners will be invited to negotiate a contract. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFQ. Selection(s) are at the sole discretion of the City.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<b><u>Evaluation Criteria:</u></b>	<b><u>Maximum Points per Evaluator:</u></b>
<b>1. Company and Staff Qualifications</b>	<b>30</b>
<b>2. Related Experience</b>	<b>20</b>
<b>3. Project Approach</b>	<b>20</b>
<b>4. Quality and Schedule Control</b>	<b>10</b>
<b>5. Availability of Workload &amp; Timeline Requirements</b>	<b>10</b>
<b>6. Socioeconomic Business Enterprise</b>	<b><u>10</u></b>
<b>Total Maximum Points Possible:</b>	<b>100</b>



EVALUATION COMMITTEE RANKING FORM

Proposer A: \_\_\_\_\_  
 Proposer B: \_\_\_\_\_  
 Proposer C: \_\_\_\_\_

RANKING CRITERIA	Proposer A	Proposer B	Proposer C
<b>Company &amp; Staff Qualifications - 30 Points Max</b> <i>Excellent: 30 Points</i> <i>Above Average: 20 Points</i> <i>Good: 15 Points</i> <i>Fair: 10 Points</i> <i>Poor: 0 Points</i>			
<b>Related Experience - 20 Points Max</b> <i>One Point for Each year of experience in providing professional engineering services for Wastewater infrastructure restoration and improvement projects.</i>			
<b>Project Approach - 20 Points Max</b> <i>Consultant's ability to handle the needs stated</i> <i>Excellent: 20 Points</i> <i>Above Average: 15 Points</i> <i>Good: 10 Points</i> <i>Fair: 5 Points</i> <i>Poor: 0 Points</i>			
<b>Quality &amp; Schedule Control - 10 Points Max</b> <i>Excellent: 9-10 Points</i> <i>Above Average: 6-8 Points</i> <i>Good: 4-5 Points</i> <i>Fair: 2-3 Points</i> <i>Poor: 0-1 Points</i>			
<b>Current Workload and Timeline Requirements - 10 Pts. Max</b> Shortest Estimated Timeline 10 Points Minus 1 point for subsequent shortest Estimated Timeline			
<b>Socioeconomic Business Enterprise (MBE/WBE/DBE)</b> <i>Award 10 Points if the Firm is a MBEIWBE</i>			
Total Score (100 Possible)			

Ranking: #1 \_\_\_\_\_  
 #2 \_\_\_\_\_  
 #3 \_\_\_\_\_

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

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

City Clerk Signature: \_\_\_\_\_

**PART VII: FORMS & ATTACHMENTS**

**ATTACHMENT B**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL UNBOUND HARD-COPY AND FIVE (5) EXACT COPIES  
IN A SEALED ENVELOPE OR CONTAINER TO:**

CITY OF CALLAWAY  
Attn: Janice L. Peters, City Clerk  
6601 E. Highway 22  
Callaway, FL 32404

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

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

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

**ATTACHMENT C**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; F. Insurance Requirements (Page 8).

**CERTIFICATE(S) OF INSURANCE**  
**(Attach or insert copy here)**

**ATTACHMENT D**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**City of Callaway City Commissioners Drug-Free  
Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in City of Callaway's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than FOURTEEN (14) days after such conviction or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT E

RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES

AFFIDAVIT

TO: CITY OF CALLAWAY  
CALLAWAY FLORIDA

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm), the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for **RFQ NO: CM2023-04: Professional Engineering Services.**

The affiant further states that no more than one Request for Qualification for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFQ on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

CITY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires:  
\_\_\_\_\_

**VENDORS ON ALL CITY PROJECTS MUST EXECUTE  
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.**

ATTACHMENT F

RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_,  
*{insert entity name}*

being of lawful age and being duly sworn I, \_\_\_\_\_, as \_\_\_\_\_  
*{insert entity name}*

\_\_\_\_\_ (ex. CEO, officer, president, duly authorized representative, etc.)  
*{insert position or title}*

hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

CITY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires:  
\_\_\_\_\_

**ATTACHMENT G**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**City of Callaway City Commission  
Conflict of Interest Disclosure Form**

Project (RFQ) Number/Description: **CM2023-04. Professional Engineering Services**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of City of Callaway (“City”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the city. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/contractor’s professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
  
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_

Signature	Print Name/Title
_____ Signature	_____ Print Name/Title

**ATTACHMENT H**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**CLAIMS/LIENS/LITIGATION HISTORY**

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause? Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)





## ATTACHMENT J

### RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES

#### EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

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

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

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

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

**ATTACHMENT K**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion-Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by City of Callaway.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

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

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

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

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

**ATTACHMENT L**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

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

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

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

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

**ATTACHMENT M**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT N**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**NON-COLLUSION CERTIFICATION**

City of Callaway requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by City of Callaway shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of City of Callaway nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

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

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

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

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT O**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**TRUTH IN NEGOTIATION CERTIFICATION**

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: \_\_\_\_\_



**REQUEST FOR QUALIFICATION PACKAGE CHECKLIST**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>CITY OF CALLAWAY USE</b>
<b>Section 1</b>	RFQ Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company and Staff Qualifications		
	List of Proposed Sub-Consultants (if applicable) (Attachment I)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
<b>Section 4</b>	Related Experience		
<b>Section 5</b>	Project Approach		
<b>Section 6</b>	Quality and Schedule Control		
<b>Section 7</b>	Socioeconomic Business Enterprise		
<b>Section 8</b>	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Workplace Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Truth in Negotiations Certification		
	Acknowledged Addenda		

**PART VIII: SEALED RFO MAILING LABEL**

**RFQ NO. CM2023-04 PROFESSIONAL ENGINEERING SERVICES**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFQ"**

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ NO.:	<b>RFQ NO: CM2023-04</b>
RFQ TITLE:	<b>PROFESSIONAL ENGINEERING SERVICES</b>
DUE DATE/TIME:	<b>By 1:00 P.M. – Friday, March 10, 2023</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	City of Callaway ATTN: Janice L. Peters, City Clerk 6601 E. Highway 22 Callaway FL 32404



**PART IX: SEPARATE ATTACHMENTS**

RECIPIENT AGREEMENT

- EXHIBIT A – FEDERAL CONTRACT PROVISIONS
- EXHIBIT B – DAVIS BACON ACT

**CITY OF CALLAWAY  
AGREEMENT FOR ENGINEERING SERVICES  
RFQ NO.: CM2023-04**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Callaway**, Florida - (the “CITY”), and \_\_\_\_\_, authorized to do business in the State of Florida (the “CONTRACTOR”), and whose address is \_\_\_\_\_; Phone: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR’S responsibility under this Agreement is to provide Professional Engineering Services for the Sandy Creek Wastewater Infrastructure Restoration & Improvement Project, which is supported by U.S Department of Housing and Urban Development (HUD) Agreement #M0164 Community Development Block Grant – Disaster Recovery (CDBG-DR) for **RFQ NO. CM2023-04 – ENGINEERING SERVICES**.

**CONTRACTOR shall comply with all applicable procedures, guidelines, manuals, standards, and directives as described in the Federal Contract Provisions (ATTACHED HERETO AS EXHIBIT A), along with the Davis-Bacon Act (ATTACHED HERETO AS EXHIBIT B). Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of Appendix II to Part 200 [2CFR200.327].**

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY’S representative (hereinafter “REPRESENTATIVE”) during the performance of this Agreement.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will substantially complete the project within 210 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$ \_\_\_\_\_, which includes all direct charges, indirect charges, and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager’s office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.
- E. PROHIBITION OF CONTINGENCY FEES – Pursuant to Florida Statutes, no person may, in whole or in part, pay, give, or receive, or agree to pay, give, or receive, a contingency fee. However, this subsection does not apply to claims bills. Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in fs. [775.082](#) or [775.083](#).

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

## **ARTICLE 7 - FEDERAL AND STATE TAX**

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

## **ARTICLE 8 – INSURANCE & BONDS**

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

## **ARTICLE 9 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include but are not limited to acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

## **ARTICLE 11 - ARREARS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

**If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at [jpeters@cityofcallaway.com](mailto:jpeters@cityofcallaway.com), or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.**

**PUBLIC RECORDS LAW.** CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all



places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement, or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

#### **ARTICLE 14 - CONTRACT ASSIGNMENT**

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### **ARTICLE 15 - AMENDMENT**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 16 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 17 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 18 - SEVERABILITY**

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

**ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY**

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

**ARTICLE 20 - MODIFICATION**

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

**ARTICLE 21 - CONTRACT DOCUMENTS**

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Qualifications,
  - B. Special Instructions and Conditions,
  - C. General Instructions and Conditions,
  - D. Minimum Technical Specifications,
  - E. Bid Forms  
RFQ Affidavit  
Conflict of Interest Disclosure Form  
Equal Opportunity Report Statement  
Certification Regarding Lobbying  
Non-Collusion Certification  
Public Entity Crimes Statement,
  - F. Addenda (if any),
  - G. Change Orders (if any),
  - H. Notice of Award
  - I. Notice to Proceed
  - Exhibit A Federal Contract Provisions
  - Exhibit B Current Davis Bacon Act Wage Determination
- RFQ Affidavit of Solvency
  - Claims/Liens/Litigation History
  - Certification Regarding Debarment
  - Certification of Non-Segregated Facilities
  - Drug-Free Workplace Certification
  - Truth in Negotiation Certification

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

**ARTICLE 22 - VENUE**

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

**ARTICLE 23 - NOTICE**

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

City of Callaway  
6601 East Hwy. 22  
Callaway, Florida 32404  
Attention: Janice L. Peters, City Clerk  
Phone: (850) 215-6694  
Email: jpeters@cityofCallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney  
Hand Arendall Harrison Sale, LLC  
304 Magnolia Avenue  
Panama City, FL 32401  
Phone: (850) 769-3434  
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: \_\_\_\_\_  
Janice L. Peters, MMC  
City Clerk

By: \_\_\_\_\_  
Keith E. Cook, City Manager

Contractor Witnesses:  
(2 REQUIRED)

Contractor:

Witness: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name  
By: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO FORM FOR THE RELIANCE OF THE  
CITY OF CALLAWAY ONLY:

\_\_\_\_\_  
KEVIN D. OBOS, HAND ARENDALL HARRISON SALE  
CITY ATTORNEY

## EXHIBIT A – FEDERAL CONTRACT PROVISIONS

1. Access of the State of Florida (i.e. its agencies), HUD and Others to Documents Papers, and Books. Consultant agrees to allow the departments and agencies of the State of Florida, the Department of Homeland Security, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Consultant which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Records. All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant for this project are closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

3. Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. HUD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The contractor or subcontractor shall make the records required under this paragraph available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

4. Clean Air Act and Federal Water Pollution Control Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

5. Energy Efficiency. All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

6. Changes. The City may, from time to time, request changes in the scope of the Work of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written and executed amendments to this Agreement.

7. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Work under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the Work required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such Work. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

8. Anti-Kickback Rules. Wages of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C.

276c). The Consultant shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

9. Withholding of Wages. If in the performance of this Agreement, there is any underpayment of wages by the Consultant or by any subcontractor thereunder, the City may withhold from the Consultant out of payment due to him an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

10. Claims and Disputes Pertaining to Wage Rates. Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Agreement shall be promptly reported in writing by the Consultant to the City for the latter’s decision which shall be final with respect thereto.

11. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. Anti-Discrimination Clauses. The Consultant will comply with the following clauses:

- A. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- B. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and



- C. Executive Order 11063 as amended by Executive Order) 2259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- D. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

13. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

14. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

15. Subcontracting. None of the Work covered by this Agreement shall be subcontracted without prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

16. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. Interest of Members of Local Public Agency and Others. The Consultant agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Consultant will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of

any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith. The Consultant will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the time he was a member and for one year thereafter.

18. Interest of Certain Federal Officers. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

19. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

20. Political Activity. The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

21. Davis-Bacon Act Requirements. The Consultant will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

22. Uniform Act Requirements. The Consultant will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-I.

23. Lead-Based Paint Requirements. The Consultant will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 1), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

24. Compliance with Office of Management and Budget. The Consultant agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this Agreement.

25. Flood Insurance Purchase Requirements. The Consultant agrees to comply with all applicable flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such

insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance. It is understood that the Consultant does not own the Properties and, therefore, any required flood insurance is the Owner's responsibility to provide and maintain in force.

26. Historic Preservation. Consultant agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 111593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-I et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and City to avoid or mitigate adverse effects upon such properties.

27. Program Monitoring. The Consultant agrees to assist and cooperate with the Federal grantor agency and City or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by City such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

28. Discrimination Due to Beliefs. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

29. Confidential Findings. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

30. Third-Party Contracts. The City shall include in all contracts with parties receiving grant funds under this Agreement (each a "Participating Party") provisions requiring the following: (1) Each such Participating Party keeps and maintains books, records and other documents relating directly to the receipt and disbursement of such grant funds; and (2) Any duly authorized representative of the Florida Department of Environmental Quality, the Florida Development Authority, the U.S. Department of Housing and Urban Development, the Department of Homeland Security and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

31. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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

32. Compliance with Federal Law, Regulations, and Executive Orders. Consultant acknowledges that HUD financial assistance will be used to fund the Agreement in whole or in part. Consultant agrees to comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Consultant, or any other party pertaining to any matter resulting from the Agreement.

34. Fraud and False or Fraudulent or Related Acts. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

35. Procurement of Recovered Materials.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

36. Section 24 CFR Section 135.38

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous

places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT B

DAVIS-BACON ACT

General Decision Number: FL20220158 01/07/2022
Superseded General Decision Number: FL20210158
State: Florida
Construction Type: Highway
County: Bay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

\* SUFL2013-019 08/19/2013

Table with 3 columns: Job Classification, Rates, and Fringes. Rows include CARPENTER, CEMENT MASON/CONCRETE FINISHER, ELECTRICIAN, HIGHWAY/PARKING LOT STRIPING (Operator, Painter), IRONWORKER (ORNAMENTAL, REINFORCING).

IRONWORKER, STRUCTURAL .....	\$16.42	0.00
LABORER (Traffic Control Specialist) .....	\$11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor .....	\$10.91	0.00
LABORER: Common or General .....	\$10.16	0.00
LABORER: Flagger.....	\$10.25	0.00
LABORER: Grade Checker.....	\$10.83	0.00
LABORER: Mason Tender - Cement/Concrete .....	\$12.81	0.00
LABORER: Pipelayer.....	\$11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe .....	\$13.13	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$14.07	0.00
OPERATOR: Broom/Sweeper .....	\$11.10	1.89
OPERATOR: Bulldozer.....	\$14.29	0.00
OPERATOR: Concrete Finishing Machine.....	\$15.44	0.00
OPERATOR: Crane.....	\$21.23	0.00
OPERATOR: Curb Machine .....	\$19.21	0.00
OPERATOR: Distributor.....	\$14.54	0.00
OPERATOR: Drill.....	\$14.78	0.00
OPERATOR: Forklift .....	\$12.29	0.00
OPERATOR: Gradall .....	\$14.71	0.00
OPERATOR: Grader/Blade.....	\$16.50	0.00
OPERATOR: Loader .....	\$11.66	0.00
OPERATOR: Mechanic.....	\$15.84	0.00
OPERATOR: Milling Machine .....	\$13.29	1.92
OPERATOR: Oiler .....	\$16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete) ...	\$12.43	0.00
OPERATOR: Piledriver.....	\$17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$17.02	0.00
OPERATOR: Roller .....	\$10.99	0.00
OPERATOR: Scraper .....	\$12.01	0.00
OPERATOR: Screed .....	\$13.13	0.00
OPERATOR: Trencher.....	\$16.04	0.00
PAINTER: Spray .....	\$19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation....	\$15.44	0.00
TRUCK DRIVER: Dump Truck .....	\$10.77	0.00
TRUCK DRIVER: Flatbed Truck .....	\$14.28	0.00
TRUCK DRIVER: Lowboy Truck .....	\$13.35	0.00
TRUCK DRIVER: Slurry Truck .....	\$11.96	0.00
TRUCK DRIVER: Water Truck.....	\$12.90	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union



average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION