

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Local Agency Program (LAP)
Design Services for O.C. Phillips Road Over Brushy Creek Bridge (484029)
Specification Number PD 17-18.023
Federal Project Number: 430468-1-38-01
Federal No (FAIN): D317-043-B

Letters of Interest Will Be Received Until:
11:59 p.m. CST, August 21, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Phone: 850-595-4953
E-mail: JDLovingood@myescambia.com

Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
DESIGN SERVICES FOR O.C. PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE (484029)
Specification PD 17-18.023
Project FDIP: 430468-1-38-01
Federal Project: D317-043-B**

HOW TO SUBMIT YOUR PROPOSAL:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms software®. This software, which generates and posts a customized version of the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://submittals.myescambia.com/>

- GSA Standard Form 330 (the following forms must be submitted in the order listed below)
 - Part II (update if already submitted)
 - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Certification Regarding E-Verify System
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification
- DBE Bid Package Information (FDOT Form #275-030-11)
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID**

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I. INFORMATION PACKAGE

A. Project Description

The Engineering Division of Escambia County Public Works Bureau is seeking professional consultant services for Design Services for the replacement of the Occie Phillips Road Over Brushy Creek Bridge (No. 484029) in Escambia County, Florida. The scope of this project will include survey, mapping, design, permitting, geotechnical efforts, and preparation of construction plans and specifications for the replacement of the existing timber bridge. Occie Phillips Road is in the Walnut Hill community of Escambia County, three miles west of Highway 97A. The location coordinates are 30.8330N, 87.5527W. The project limits will extend to the ends of the guardrail or as required for constructing the bridge. The overall project length is approximately 0.05 miles. The location of the project is shown on the Project Location Map below.



The existing bridge has the following characteristics:

1. Bridge Length: 75.3'
2. Bridge Width: 25.41'
3. Number of Spans: 5
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Timber Pile Caps and Timber Piles
6. Abutments: Timber Back wall and Wing walls
7. Posted: 12 tons
8. Number of Lanes: 2
9. Width Between Curbs: 23.58'
10. Approach Roadway Width: 18.00'
11. Posted Speed Limit: 35 mph
12. Detour Length: 12.6 Miles
13. Recent ADT: 39
14. Future ADT: 43
15. Truck Percentage: 30

Consideration will be given only to those Engineering Firms (Consultant) that are qualified pursuant to law and that have been **prequalified** by the Florida Department of Transportation (FDOT) to perform the indicated types of work.

Major Work Mix:	BRIDGE REPLACEMENT	
Major Work Groups:	3.1	Minor Highway Design;
	4.1.2	Minor Bridge Design;
	9.4.1	Standard Foundation Studies
Minor Work Groups:	5.4	Bridge Load Rating;
	7.1	Signing, Pavement Marking and Channelization;
	8.1	Control Surveying;
	8.2	Design, Right of Way and Construction Surveying;
	8.4	Right of Way Mapping;
	9.1	Soil Exploration;
	9.2	Geotechnical Classification Lab Testing;
	9.4.2	Non-Redundant Drilled Shaft Bridge Foundation Studies

The Engineering Firm shall comply with all Local, State, and Federal requirements for designing a project under the rules and guidelines of the Federal Highway Administration (FHWA).

This project is both locally and federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principal is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

B. Scope of Work

The scope of this project includes the survey, mapping, design, permitting, geotechnical efforts, and preparation of construction plans and specifications the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029) in Walnut Hills, Florida. An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement.

1. Quality Assurance/Quality Control

It is the intention of the County that Consultants, including their sub-consultant(s), are held responsible for their work, including plans review. All sub-consultant document submittals shall be submitted by the sub-consultant directly to the Consultant for their independent Quality Assurance/Quality Control review and subsequent submittal to the County. It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant should regularly communicate with the County to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications

and other services furnished by the Consultant and their sub-consultant(s) under this contract.

The Consultant shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The Consultant shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project, and it may be one utilized by the Consultant as part of their normal operation or it may be one specifically designed for this project. The Quality Control Plan shall be signed by the Consultant Project Manager and the Consultant QC Manager. The Quality Control Plan shall include the names of the Consultant staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the County, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

2. Design Criteria and Standards

The following Design Criteria and Standards apply to the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029):

- FDOT Local Agency Program (LAP) Manual,
- FDOT Design Manual,
- FDOT Standard Plans,
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition,
- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, Current Edition,
- Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) Implementation Guide, FHWA_HRT-11-026, Current Edition,
- FDOT Bridge Load Rating Manual,
- FDOT Structures Manual,
- FDOT Structures Design Bulletins,
- District 3 (D3) Surveying Guidelines,

- FDOT Surveying Handbook,
- Minimum Technical Standards for Surveying and Mapping Rule 5J-17,
- FDOT Right of Way Mapping Handbook,
- FDOT Right of Way Procedures Manual,
- FDOT Materials Manual,
- Utility Accommodation Manual,
- Manual on Uniform Traffic Control Devices (MUTCD), Current Edition,
- FDOT Construction Project Administration Manual (CPAM),
- FDOT Proprietary Product Procedure No. 630-020-05,
- Escambia County Land Development Code, Design Standards Manual, Current Edition.

3. Specifications

The following Specifications apply to the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029):

- Structures Components: FDOT Standard Specifications for Road and Bridge Construction, Current Edition
- Non-Structures Components: Off-System LAP Specifications (“Big 4”), Current Edition

4. Project General and Roadway

As part of the replacement of the Occie Phillips Road Over Brushy Creek Bridge, the roadway approaches should be resurfaced/reconstructed as appropriate, but as a minimum to the extent of the new guardrail. At the project location, the existing roadway typical section consists of a 20’ wide unpaved (clay) roadway with no shoulders. The existing bridge typical section is approximately 24’ wide by 75’ long. The new structure shall be constructed along the existing horizontal alignment.

One roadway typical section and one bridge typical section will be required for this project. The new roadway and bridge typical sections will meet Florida Greenbook requirements for lane and shoulder widths. The Consultant shall provide an approved signed and sealed Typical Section Package to be submitted to the County for review and concurrence prior to the 30% plans submittal date.

The existing maintained right of way appears to be approximately 40’ total. The official County-maintained right of way will need to be determined for this project. Right of way acquisition is necessary in order to construct the new roadway and bridge typical sections. As early as possible, the Consultant shall provide maps or plan sheets to the FDOT Project Manager, District Survey Office and the County Surveyor reflecting the requirements for additional right of way. The FDOT Project Manager for Survey, Mapping and Right of Way activities associated with this project is Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com. The

County Surveyor is Mr. Joe Barrett, PSM, (850.595.3427), JEBARRETT@myescambia.com.

The Consultant shall be responsible for the design, details, and quantities associated with signing and pavement markings for this project. The Consultant shall evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs. A No Passing Zone Study will not be required.

The Consultant shall coordinate and develop a Maintenance of Traffic (MOT) plan during all field activities, including Survey and Geotechnical Field Investigations.

An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement. The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used. The Consultant shall design a safe and effective Traffic Control Plan (TCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Consultant shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project (30%, 60% 90%, etc.).

The Consultant shall attend all technical meetings necessary to execute the scope of services.

The Consultant should review all existing features within the project limits for a functional design that will meet Florida Greenbook design standards, as well as the Escambia County Land Development Code Design Standards Manual, and make a determination as to whether a design variation or exception is appropriate. Conditions may be identified during design that may warrant design variations or exceptions. The Consultant is to submit the requests for variations and exceptions to the County as early as possible for approval in order to minimize potential schedule delays.

5. Survey

The Consultant and Surveyor shall communicate with the District Survey Office and the County Surveyor to determine the appropriate survey requirements for this project based on the anticipated limits of construction and the proposed scope of work. The Consultant shall provide a basic graphic depiction and/or description of areas needed for topographical

survey, DTM, cross sections, utilities, drainage structures, pavement markings, and wetland lines. Aerial imagery is recommended.

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

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

The following activities will be performed by the Consultant. Refer to the District 3 (D3) Survey Guidelines for requirements.

- Horizontal Project Control (HPC),
- Vertical Project Control (VPC),
- Alignment and/or Existing Right of Way Lines,
- Reference Points,
- Topography/Digital Terrain Model (DTM)(3D),
- Planimetric (2D),
- Roadway Cross Sections/Profiles,
- Underground Utilities,
- Bridge Survey (Minor/Major),
- Channel Survey,
- Jurisdiction Line Survey,
- Geotechnical Support,
- Sectional/Grant Survey,
- Boundary Survey,
- Water Boundary Survey,
- Right of Way Staking, Parcel / Right of Way Line,
- Right of Way Monumentation,
- Work Zone Safety,
- Field Review,
- Coordination.

The Consultant will provide any subsurface utility excavations (SUE) that are required for the project.

The Consultant will be required to perform a Right of Way Survey for this project due to the need for Right of Way and to define existing maintained Right of Way. Official County-maintained right of way is to be determined for this project and Maintenance Maps prepared and provided to the District Survey Office and County Surveyor. Maintained right of way lines,

including stations and offset dimensions at breaks, will be shown on all plan sheets.

6. Mapping

The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks, District-specific requirements, County requirements and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to FDOT size and format requirements utilizing FDOT approved software, and will be designed to provide a high degree of uniformity and maximum readability.

The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County Surveyor for review, and to the District Survey Office for review and approval.

As early as possible, the Consultant shall provide maps or plan sheets accompanied by a *.kmz file reflecting the requirements for additional right of way. The right of way requirements submittal shall identify, via highlighting in varying colors (not yellow), the County-maintained right of way, required right of way, temporary construction easements (TCEs), perpetual easements, intended license agreements (LAs), and limits of construction. In addition, this submittal will indicate in some way whether the submittal is draft or final. The initial, draft requirements submittal and subsequent draft requirements submittals can be submitted electronically to the FDOT Project Manager, the District Survey Office, and the County Surveyor. An updated *.kmz file is expected with each resubmittal. The requirements are not considered final until indicated by the Department. Once the requirements are approved, the Consultant shall designate each sheet as "final" and electronically transmit to the FDOT Project Manager, District Survey Office, and County Surveyor in *.pdf format (the file name shall include the FPID number).

The County-maintained right of way is to be determined for this project and Maintenance Maps prepared and provided to the District Survey Office and County Surveyor. Prior to establishing maintained right of way in the field, the Consultant shall notify the FDOT Project Manager, District Survey Office, and/or District Mapping Office to request a representative from the Department be present, if needed, to ensure the maintained right of way is established properly. A representative from the County and/or County Surveyor will need to be present.

Depending on the TIITF determination, a TIITF sketch may be required for the project. The Consultant will be responsible for preparing the TIITF sketch, if required.

The following files will be provided by the Consultant:

- Master CADD File:
 - Alignment,
 - Section and 1/4 Section Lines,
 - Existing Right of Way,
 - Topography,
 - Proposed Right of Way Requirements,
 - Limits of Construction,
 - Jurisdictional/Agency Lines – *These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.*
- Sheet Files:
 - Control Survey Cover, Key and Detail Sheets,
 - Right of Way Map Cover, Key and Detail Sheets,
 - Maintenance Map Cover, Key and Detail Sheets,
 - Reference Point Sheet,
 - Project Network Control Sheet – *This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.*
- Miscellaneous Surveys and Sketches:
 - TIITF Sketches,
 - Right of Way Monumentation Map.

7. Right of Way

A Project Agreement will be executed between the County and the FDOT, which will allow the FDOT to purchase right of way in the County's name, as well as establish the responsibility of future maintenance activities. The individual to lead this coordination will be Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com.

8. Permitting

The Consultant shall be responsible for the identification, coordination and applications for all permits necessary to construct this project. Potential agencies requiring coordination include, but are not limited to, Northwest Florida Water Management District, Department of Environmental Protection, and US Army Corps of Engineers. All application, public notice fees, and processing fees associated with said permit(s) and activities shall be paid for by the Consultant.

The Consultant shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review

of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

The Consultant shall conduct Wildlife surveys as defined by rules or regulations of any permitting authority that is processing a permit.

The Consultant shall complete the Bridge Project Questionnaire which serves as a tool to validate or disprove the navigability of the waterway and will determine whether a United States Coast Guard (USCG) permit will be required prior to construction. The completed questionnaire shall be provided by the Consultant with the 30% submittal. The County will transmit the complete Bridge Project Questionnaire to the FHWA or to the USCG, depending on project funding.

The Consultant shall obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

9. Structures

The Consultant shall analyze, design, and develop contract documents for the replacement of the Occie Phillips Road Over Brushy Creek Bridge (No. 484029). As part of the replacement of the Occie Phillips Road Over Brushy Creek Bridge, the roadway approaches should be resurfaced/reconstructed as appropriate, but as a minimum to the extent of the new guardrail. At the project location, the existing roadway typical section consists of a 20' wide roadway with no shoulders. The existing bridge typical section is approximately 24' wide by 75' long. The new structure shall be constructed along the existing horizontal alignment.

The Consultant shall provide Design Documentation to the County with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the County's request, on 8 1/2"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

The Consultant shall prepare a Bridge Development Report (BDR) including, but not limited to, the following attributes:

- General Requirements
 - Bridge Geometry
- Superstructure Alternatives
 - Short-Span Concrete
 - Precast Reinforced Concrete
- Foundation and Substructure Alternatives

- Pier/Bent
- Shallow Foundations / GRS Abutments
- Deep Foundations
- Other BDR Issues
 - TCP/Staged Construction Requirements (including a Temporary Diversion)
 - *The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used.*
 - Constructability Requirements
 - Quantity and Cost Estimates

As a function of preparing the BDR, the Consultant shall investigate the feasibility of implementing the Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) technology for this project. Guidance related to the design and construction of this system can be found in the FDOT Structures Design Bulletin C11-05 and in the GRS-IBS Interim Implementation Guide prepared by the U.S. Department of Transportation and the Federal Highway Administration (publication no. FWHW-HRT-11-026).

The Consultant shall provide the County Bridge Program Manager the signed and sealed BDR for review and approval. Approval of the BDR is required prior to making the 60% submittal.

An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement. The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used. The Consultant shall prepare plans for the Temporary Bridge:

- General Layout Design and Plans
 - Overall Bridge Final Geometry
 - General Plan and Elevation

Based on the recommendation and approval of the BDR, the Consultant shall prepare plans for the selected Short Span Concrete Bridge:

- General Layout Design and Plans
 - Overall Bridge Final Geometry
 - Expansion/Contraction Analysis
 - General Plan and Elevation
 - Approach Slab Plan and Details
 - Miscellaneous Details
- End Bent Design and Plans
 - End Bent Geometry
 - End Bent Structural Design
 - End Bent Plan and Elevation
 - End Bent Details
- Intermediate Bent Design and Plans
 - Bent Geometry

- Bent Stability Analysis
- Bent Structural Design
- Bent Plan and Elevation
- Bent Details
- Miscellaneous Substructure Design and Plans
 - Foundation Layout
- Superstructure Design and Plans
 - Finish Grade Elevation Calculation
 - Finish Grade Elevations
- Cast-In-Place Slab Bridges
 - Bridge Deck Design
 - Superstructure Plan
 - Superstructure Sections and Details
- Pre-stressed Slab Unit Bridges
 - Pre-stressed Slab Unit Design
 - Pre-stressed Slab Unit Layout
 - Pre-stressed Slab Unit Details and Schedule
 - Deck Topping Reinforcing Layout
 - Superstructure Sections and Details
- Reinforcing Bar Lists
- Load Rating

10. Drainage

Occie Phillips Road has an open drainage system at the project location.

The Consultant shall develop hydraulic requirements for the new structure and any other treatment requirements for the project via a Bridge Hydraulic Report (BHR). The Consultant shall provide the County Stormwater Engineering Manager the signed and sealed BHR for review and approval. Approval of the BHR is required prior to making the 60% submittal.

The Consultant shall field inspect the project for the structural condition of all side drains, cross drains, and drainage under the roadway area and make recommendations concerning repairs, extensions, replacement/upgrade, or removal of such facilities consistent with the Escambia County Land Development Code, Design Standards Manual for Stormwater. Drainage structures shall be assessed and designed to meet clear zone requirements within existing right of way or a design variation or exception must be obtained. The Consultant shall contact and document discussions with the local maintaining agency regarding historical drainage problems in the project area.

The Consultant shall develop a drainage basin map based upon available information and field reviews to be used in defining the system hydrology. The available information should consist of old plans, USGS Quadrangles, USGS Studies, NFWMD Studies, FEMA Studies, Local Government Agency Studies or Contours, etc. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. The drainage map should be included in the Hydraulic

Design Study. The Hydrology should be by regional or local regression equations, or by the rational method. An assumed velocity should not be used. The Consultant shall document the Drainage Design in the Drainage Design Study (23CFR650A).

The Consultant has the responsibility for determining the need, appropriate locations, and sizes for water management facilities and drainage outfalls, consistent with the Escambia County Land Development Code, Design Standards Manual for Stormwater.

Flood data requirements will need to be determined. Flood data will be required in plans under the following conditions 1) necessary for all structures that are being modified, 2) necessary for all structures that have a history of flooding or other hydraulic problems even if the structure is not to be modified, 3) necessary for structures that may not be modified but share a drainage basin with another structure being modified and are being impacted by such modification.

Prior to Phase II (60%) plans submittal, the Consultant shall meet with the County Stormwater Engineering Manager. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Drainage Design efforts.

The Consultant shall provide the County Stormwater Engineering Manager a signed and sealed Drainage Design Study. The study shall include a narrative description of existing and proposed drainage structures, conditions, and facilities, and a listing of environmental regulatory permits required. All hydrologic and hydraulic drainage computations for the design presented in the plans shall be included along with supporting design information such as drainage maps, geotechnical data (such as soil borings and permeability tests), and correspondence that directly affected design decisions.

11. Geotechnical

The Consultant will be responsible for the Pavement Design, as well as all necessary Geotechnical Activities associated with this project. The Consultant shall, for each project, be responsible for a complete geotechnical investigation.

The Consultant shall be responsible for the coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of final plans.

All testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, and the Florida Department of Transportation Soils and Foundations Handbook, unless otherwise specified.

The Consultant shall develop a detailed boring location plan and meet with the County, if requested, for boring plan approval. Auger borings with water table readings, Standard Penetration Test (SPT) borings with water table

readings, SPT borings for bridge decks, and Cone Penetrometer Test (CPT) soundings with water table readings shall be performed, as applicable. The Consultant shall stake borings and cores and obtain utility clearance.

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

The Consultant shall review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design. The evaluation, selection, detailed analysis and basis of the selected foundation alternative shall be provided in a Geotechnical Report and the BDR.

The Consultant shall draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans. The Consultant shall prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans and Final Geotechnical Report. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

12. Utility Coordination

The Consultant will be responsible for utility coordination associated with this project. The Consultant will identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be provided to the County.

Once the draft design is apparent, the Consultant shall determine if any additional survey is required with regard to utility designations in order to provide an adequate design and accurate quantities. The Consultant will coordinate with the District Survey Office to determine how much additional survey is required and what is the most economical method of obtaining the additional data.

The Consultant will be responsible for showing areas that may be affected by construction. The Consultant will evaluate utilities for potential impacts and prepare a Utility Conflict Matrix. The matrix will be required with the 60% submittal and will be updated and submitted with every phase thereafter.

The Consultant is to review the marked-up plans and the Utility Work Schedules as they are received and assure that they are compatible with the proposed design features in the plans. The Consultant shall review the specific details of the markups and schedules with the County as required to finalize the status of each potential conflict. The Consultant shall also verify that the schedules conform to the construction phasing and MOT sequences.

13. Public Involvement

In advance of any survey or geotechnical investigation activities, the Consultant shall prepare Pre-Design Project Notifications to include all properties where impacts are likely to occur. This notification shall be signed by the County and mailed by the Consultant no less than 10 calendar days prior to conducting the field survey or geotechnical investigation. These Pre-Design Project Notifications shall be prepared by the Consultant for the County's signature. The following shall be included:

- Project Identification Number,
- County Road Name,
- Project Limits,
- Project Map,
- Type of Work,
- Reference that field surveys and/or geotechnical investigations may be conducted by Consultant representatives on behalf of the County,
- COUNTY contact persons.

All project notification, fliers, etc. shall be on County letterhead. The Consultant shall pay postage for the mail-out to property owners/tenants and will be responsible for the physical mail-out effort (printing, envelope stuffing, stamping, etc.). The Consultant must review all project notification, fliers, etc. for accuracy and spelling.

14. Deliverables

Phase Submittal Delivery:

The delivery will include ONLY the submittal components (not the entire project directory and files). The delivery will be transmitted via ftp site, FTA, or other electronic file storage media and will include all construction plans components (roadway, signing & pavement marking, structures, etc.) in *.pdf format, as well as the other submittal components described below for each submittal.

Prior to the 30% Submittal:

- Quality Assurance/Quality Control (QA/QC) Plan: The Consultant shall submit their QA/QC Plan that will be used during the design of this project to the County for reference as soon as possible after written Notice to Proceed. As a minimum, the QA/QC Plan shall include the details of all plan review processes to be utilized and sufficient file documentation to show that the QA/QC plan has been followed.
- Alignment Submittals: Centerline/Baseline of Survey alignment submittals shall be submitted to the District Survey Office for approval and copies shall be submitted to the District Right of Way Mapping Office, the Prime Consultant, the County Surveyor, and

the FDOT Project Manager, Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com. The Prime Consultant shall wait for approval from the District Survey Office before utilizing the alignment for design purposes.

- **Survey Submittals:** The Survey Sub-consultant shall transmit their submittals to the District Survey Office and County Surveyor, as well as the Prime Consultant. The Survey Sub-consultant shall copy the FDOT Project Manager, Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com, on all submittal correspondence. These survey submittals are to be made prior to the 30%, 60%, 90%, and 100% plans submittals.
- **Utility Identification/Sunshine 811 “Design” Ticket:** A copy of the Sunshine 811 “design” ticket listing all utility owners within the project limits shall be transmitted to the County at the onset of the design survey effort. The ticket shall be included with all phase submittals.
- **Miscellaneous Design Submittals:** The Consultant shall submit to the County for review, and receive concurrence for, the Initial Project Schedule, the Typical Section Package, the Pavement Design, Design Variations and/or Exceptions (if applicable), and other documents as required. Project Schedules shall be provided to the County in Microsoft Project (2016) format.

30% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the **Preliminary** Bridge Hydraulic Report (BHR),
- One (1) electronic copy of the **Preliminary** Bridge Development Report (BDR),
- One (1) signed electronic copy of the Bridge Project Questionnaire,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 “design” ticket.

The Consultant shall resubmit electronic copies of the BHR and BDR as required to address 30% review comments and concerns. **Approval of the BHR and BDR will be required prior to making the 60% submittal.**

Following the 30% review and prior to the 60% submittal, the District Survey Office requests that the Prime Consultant provide the Survey Sub-consultants with the plans and allow time for a review to check the survey/construction layout, alignments, control information (including right of way control), curve data, layout information, etc.

As early as possible, the Consultant shall provide maps or plan sheets reflecting the requirements for additional right of way.

60% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) digitally signed and sealed electronic copy of the **Approved** Bridge Hydraulic Report (BHR),
- One (1) digitally signed and sealed electronic copy of the **Approved** Bridge Development Report (BDR),
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 “design” ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM)).

As early as possible, the Consultant shall provide to the FDOT Project Manager and the District Survey Office Preliminary Maintenance Maps, Right of Way Requirements, and Right of Way Maps for review and approval, copying the County Surveyor. The 90% submittal should only occur upon receiving approval for the proposed right of way requirements.

90% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) electronic copy of the Construction Time Estimate,
- One (1) digitally signed and sealed electronic copy of the Bridge Load Ratings (with output data) in accordance with the FDOT Load Rating Manual,
- Two (2) electronic copies of the Geotechnical Report,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 “design” ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM)).

100% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,

- One (1) electronic copy of the Construction Time Estimate,
- One (1) digitally signed and sealed electronic copy of the Bridge Hydraulic Report (BHR),
- One (1) digitally signed and sealed electronic copy of the Bridge Development Report (BDR),
- One (1) digitally signed and sealed electronic copy of the Bridge Load Ratings (with output data) in accordance with the FDOT Load Rating Manual if any design changes have occurred that will affect the rating since the 90% submittal,
- Two (2) electronic copies of the Geotechnical Report,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 “design” ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM)).

FINAL Plans Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronically signed and sealed copy of each component of the Final Plans,
- One (1) complete Specifications Package,
- The Project-CADD.zip folder with all project design files,
- The Compliance Certification Checklist Report. This report shall be signed by the Engineer of Record to certify that all electronic deliverables are complete, in the proper format, and all plans and specifications are signed and sealed with the same program.
- All project data and its location noted in the project journal,
- Original survey field data will be submitted to the District Survey Office and County Surveyor, as well as all other applicable deliverables required by the District’s Survey Consultant Checklist.

The finished products will result in FDOT-approved plans, specifications, and bid documents ready for project bidding and construction. Services provided by the Consultant shall comply with all aspects of Escambia County’s Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) identified as FPID 430468-1-38-01.

C. Project Schedule

FDOT issues concurrence for Advertisement	August 1, 2018
Advertise	August 13, 2018
Award	October 18, 2018
Begin Design	October 25, 2018
30% Plans Submittal	January 24, 2019
60% Plans Submittal	April 25, 2019
Permitting Phase	April 30, 2019
90% Plans Submittal	July 25, 2019
Final Plans Submittal	October 24, 2019
Bid Documents/Package	December 19, 2019

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firm's Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: <http://submittals.myescambia.com/>

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Sec. 46-97. - Same—Professional architectural, engineering, landscape architectural or land surveying services of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

III. SPECIAL TERMS AND CONDITIONS

A. Escambia County Blackout Period

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County

officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

B. Identification of Sub-Consultants/Changes After the Fact

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

C. Florida Executive Order 11-116 COMPLIANCE

D. Protest Procedure

Escambia County will respond to any potential protests as addressed in Escambia County Code of Ordinances Sec. 46-101. - Protested solicitations and awards.

E. Vendor Performance Evaluations

Vendor Performance Evaluations shall be completed per PP-250 Vendor Performance Evaluations to be completed within 30 days after contract completion.

F. Lump Sum or Cost Plus Fixed Fee Contracts

The Consultant by submitting their letter of interest that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

IV. FIRMS' EVALUATIONS, SELECTION AND AWARD

A. Evaluation

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes.

All responses will be subject to review and an evaluation process. All proposers responding to the Request for Letters of Interest (RLI), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible responses received.

Responses shall include all information solicited in this RLI, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the response. Each respondent will be ranked based on the criteria herein addressed.

Responses will be reviewed by the selection committee and evaluated based on the format and content outlined in this response as follows:

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include their experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include résumés for each team member involved with the project	20
Experience of the Firm and References – Demonstrate experience in other projects with similar Scopes of Work and complexity. A minimum of three (3) bridge projects should be shown; LAP projects should be shown if possible. A reference list for each project is required and shall	25

include the project name, a brief description of the project, actual cost, project length, the name of the client contact familiar with the project along with their telephone number and/or email address.	
Availability of Workload and Willingness to Meet Timeline Requirements – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with the Notice to Proceed and ending with final plans and specifications submittal.	20
Project Approach and Understanding of Critical Issues – Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35

B. SELECTION

The Selection Committee will review, evaluate, and rank the proposals submitted by all responsive and responsible firms based on the criteria above and F.S. 287.055.

The top-ranked firm will be recommended to the Board of County Commissioners for approval.

The number one ranked firm name with the required selection and negotiation documentation will be forwarded to FDOT for approval of the selected firm.

C. AWARD

Award(s) resulting from this solicitation shall be subject to the provisions of Sec. 46-97. – Same—Professional architectural, engineering, landscape architectural or land surveying services of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

V. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	August 06, 2018
Letters of Interest due date	11:59 p.m. CDT, August 21, 2018
Short-Listing Meeting	August 28, 2018 at 1:00 PM CDT
Discussions, Ranking Meeting	September 05, 2018 beginning at 1:00 PM CDT
Written Scope due to Committee for Review	September 13, 2018
Fee Proposal due to Committee for Review	September 20, 2018
1 st Negotiations with First Ranked Firms	September 25, 2018 at 2:00 PM CDT
2 nd Negotiations with First Ranked Firms	(If Necessary) September 27, 2018 at 8:30 AM CDT

* All dates and times are subject to change

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **August 16, 2018**.

VI. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at <http://submittals.myescambia.com/>

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
For those firms that have already provided an SF 330 Part II update as required

2. **Standard Form (SF) 330 – Part I (GFS format)**
Generated by GovernmentForms.software®, includes:
 - Standard Form (SF) 330 - Part I, Section A-C
 - Standard Form (SF) 330 - Part I, Section D
 - For each individual shown on the organizational chart list the following:
 - Name
 - Position relative to the project
 - Firm
 - Position in the firm
 - Standard Form (SF) 330 - Part I, Section E
 - For each individual shown on the organizational chart list the following:
 - Name
 - Position relative to the project
 - Firm
 - Position in the firm
 - Experience pertaining to the scope of work
 - Standard Form (SF) 330 - Part I, Section F
 - The firm should provide three (3) examples of projects of a similar nature for government entities/municipalities indicating experience.
 - Standard Form (SF) 330 - Part I, Section G
 - Standard Form (SF) 330 - Part I, Section H
 - The firm should provide three (3) examples of projects of a similar nature for government entities/municipalities indicating experience in the following:
 - Past Performance:

- Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
 - Performance record
 - Background Experience
 - Technical Expertise
 - Current Work
 - Proposers shall list all currently active contracts or task orders with the following:
 - Government Entities,
 - Private, and provide the following relative information
 - Contract or Task Order name
 - Current status
 - Costs
 - Original cost, to include any change orders
 - Remaining balance
 - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
 - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
 - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.
 - Proposers shall include any additional information to represent your firm for consideration.

3. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

Documents

The following forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Certification Regarding E-Verify System
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On

Entity Crimes

- Drug-Free Workplace Program Certification
- DBE Bid Package Information (FDOT Form #275-030-11)
- Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

R. The Consultant hereby certifies that it has not:

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

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

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____







Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.
When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VERSIONS

- TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

- SELECTION COMMITTEE

- PUBLIC OFFICERS / EMPLOYEES

- TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

- CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

- CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS


CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

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

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

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
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_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

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

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

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

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

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON
ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

YES

NO

NAME OF BUSINESS: _____

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation: (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

**PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

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AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____, a for-profit corporation authorized to transact business in the State of Florida, whose address is _____, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ (\$ _____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 **TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of _____ (\$_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 **METHOD OF BILLING AND PAYMENT:**

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a

month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 **NOTICES:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____ Pensacola, Florida _____

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 **GENERAL PROVISIONS**

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT:**

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

9.4 NO CONTINGENT FEES: In accordance with §287.055(6), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.8 HOLD HARMLESS AND INDEMNIFICATION:

The Consultant agrees to hold harmless and indemnify the County, the State of Florida Department of Transportation, and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any

other indemnification by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant's acceptance and execution of the Agreement. Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Nothing in this paragraph is intended to serve nor shall it constitute a waiver of sovereign immunity by the County or the State of Florida and nothing herein shall be construed as consent by the County or the State of Florida to be sued by third parties in any matter arising out of this Agreement.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other

ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. The State of Florida Department of Transportation, Escambia County, and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the foregoing named parties and shall provide for a minimum of thirty (30) days notice of cancellation. The State of Florida Department of Transportation, Escambia County, and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: In accordance with §287.055(5), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, the signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. To the extent such wage rates and other factual unit costs are determined by the County to be inaccurate, incomplete, or non-current, the original contract price and any additions thereto shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such inaccurate, incomplete, or non-current wage rates and other factual unit costs. A determination of allowable costs in accordance with the Federal cost principles will be performed for all services rendered under this Agreement. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness

By: _____
County Administrator

Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

Exhibit B

Schedule

Exhibit C

Fee Schedule

Exhibit D

Local Agency Program Federal-Aid Terms for Professional Services Contracts

Certification Regarding E-Verify System

Truth in Negotiation Certification (FDOT Form #375-030-30)

Conflict of Interest Certification (FDOT Form #375-030-50)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)

Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)

Disclosure of Lobbying Activities (FDOT Form #375-030-34)

Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes

Drug-Free Workplace Program Certification

DBE Bid Package Information (FDOT Form #275-030-11)

Information Sheet for Transactions and Conveyances Corporate Identification