

REQUEST FOR QUALIFICATIONS



WALLACE ROAD SIDEWALK DESIGN

FDOT FPID No: 442257-1-38-01

RFQ No: PW2019-01

ADVERTISED: Panama City News Herald, Saturday, January 5, 2019

SUBMITTAL DEADLINE: 2:30 P.M., Thursday, January 31, 2019

RFQS ARE TO BE SUBMITTED TO:

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

EXHIBITS:

1. SCOPE OF SERVICES
2. REQUIRED FORMS
3. SAMPLE PROFESSIONAL SERVICES AGREEMENT

Janice L. Peters

Janice L. Peters, MMC, City Clerk

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EXHIBITS

EXHIBIT 1 - SCOPE OF SERVICES

EXHIBIT 2 - REQUIRED FORMS

EXHIBIT 3 - SAMPLE PROFESSIONAL SERVICES AGREEMENT

RESPONDENT INSTRUCTIONS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF CALLAWAY** for the **WALLACE ROAD SIDEWALK DESIGN, RFQ NO: PW2019-01**, by replying to the enclosed specification. In order for the Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original and five (5) copies** and be addressed to:

CITY OF CALLAWAY
ATTN: JANICE L. PETERS, CITY CLERK
6601 East Hwy. 22
CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **2:30 p.m. on January 31, 2019**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk
City of Callaway
6601 East Hwy. 22
Callaway, FL 32404
jpeters@cityofCallaway.com
Fax: (850) 871-2444

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted as referenced above.

All questions must be received at least five (5) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofcallaway.com and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

INTRODUCTION

The City of Callaway is seeking statements of qualifications from firms for the design of sidewalk improvements on Wallace Road from US 98/Tyndall Parkway to Berthe Avenue in Callaway, Florida. The scope of work for this project will include the surveying, design, and permitting of a five-foot concrete sidewalk on the south side of Wallace Road. The complete scope of services is attached as **Exhibit 1**.

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a proposal, the Consultant certifies that they follow FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency. It is imperative that Respondents examine and become familiar with the Local Agency Program established by the Florida Department of Transportation (FDOT). Funding for the project may be provided by this grant process and is contingent on strict conformance to the guidelines set forth by FDOT and the Federal Highway Administration. Respondents shall comply with the Local Agency/Federal Aid Contract Requirements.

QUALIFICATIONS

Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform below indicated types of work.

- 3.1: Minor Highway Design
- 8.2: Design, Right of Way, and Construction Surveying

All professional services to be provided under the awarded contract shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall always be knowledgeable of the limiting thresholds of the CCNA statutes and shall ensure that full compliance therewith is maintained at all times.

City staff shall validate certifications using the Florida Department of Transportation's Procurement Office web site list of prequalified consultants. If the consultant proposes to use in-house forces to do surveying or geotechnical exploration, the consultant must have the FDOT certification in that specialty.

SUBMITTAL DEADLINE/DELIVERY

SEALED SUBMITTALS will be received by the City of Callaway, at 6601 East Highway 22, Callaway, FL 32404 up until 2:30 p.m. (central time) January 31, 2019. Submittals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Submittal is received on time.

Each Submittal shall be delivered to the City of Callaway, attention Janice Peters, City Clerk, at 6601 East Highway 22, Callaway, FL 32404, no later than the Submittal deadline.

If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal,

or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694. It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the Special Instructions and Conditions. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the City's website at <https://www.cityofcallaway.com>.

POINT OF CONTACT

The City Clerk will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any City Commissioner, the City Manager, or City employee concerning this RFQ until after award. Any such contact may result in disqualification.

QUESTIONS

Respondents shall submit all questions, in writing, to the City Clerk at jpeters@cityofcallaway.com or FAX to (850) 871-2444. All questions shall be submitted no later than 5:00 pm (central time) on January 17, 2019.

ADDENDA

If any addenda are issued after the initial specifications are released, the City will post the addenda on the City website: <https://www.cityofcallaway.com>. It is the responsibility of the Respondent prior to submission of any Submittal to check the above website or contact the City Clerk to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

SUBMITTAL FORM

To receive consideration, all Submittals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Submittal Form. No conditions, limitations or provisions will be attached or added to the Submittal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Submittal over the signature of the Respondent.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals. No Respondent may withdraw its Submittal for a period of 180 days after the date for opening and all Submittals shall be subject to acceptance by the City during this period.

CANCELLATION

The City may cancel this RFQ, or reject in whole or in part, when it is in the best interests of the City, as determined by the City Commission. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Qualifications Respondent Instructions.

TIE PROPOSALS

Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals. This alternate score will be the tie breaker.

RIGHT TO REJECT

The City reserves the right to:

- Reject any or all Submittals received;
- Select and award any portion of any or all Submittal items;
- Waive minor informalities and irregularities in the Respondent's Submittal.

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFQ. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Clerk all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City Clerk before the successful Firm may proceed with the work.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Consultant or relieve the Consultant from fulfilling any of the conditions of the contract.

PROTEST

A notice of protest must be submitted in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Qualifications. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 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, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

OTHER STATEMENTS, FORMS AND DOCUMENTATION

- a. Certificate of Insurance as described under the INSURANCE section for:
 - i. Workers Compensation Coverage
 - ii. General, Automobile and Excess or Umbrella Liability Coverage
 - iii. General Liability Coverage - Occurrence Form Required
 - iv. Business Auto Liability Coverage
 - v. Excess or Umbrella Liability Coverage
 - vi. Professional Liability

- b. Proof of Licenses/Certifications
Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

- c. Prequalification Letter: 3.1 – Minor Highway Design and 8.2: Design, Right of Way, and Construction Surveying

- d. E-Verify
The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

- a) Public Entity Crimes Statement
- b) Drug-Free Workplace Form
- c) Truth in Negotiation Certification (FDOT Form #375-030-30)
- d) Conflict of Interest Certification (FDOT Form #375-030-50)
- e) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- f) Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375- 030-33 and if necessary #375-030-034)

LENGTH OF SERVICE

The Consultant's engineering design services shall begin upon written Notice to Proceed (NTP) by the City. It is anticipated that the NTP will be issued by April 15, 2019. It is projected that all work will be completed by December 10, 2019, 240 calendar days after the date of NTP.

TERMS FOR FEDERAL AID CONTRACTS

For this FDOT assisted contract, the Terms for Federal Aid contracts (FDOT Form 375-040-84) shall be incorporated into the final agreement. These include, but are not limited to mandatory nondiscrimination clauses required for compliance with Title VI of the Civil Rights Act of 1964 and other federal and state authorities. The prime Consultant will be responsible for including these terms in any sub-consultant contracts used for the project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For this FDOT assisted contract, The City has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 10.65% goal it must achieve. While the utilization is not mandatory to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Race-Neutral DBE Program, and supports Consultant's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. You must complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subconsultants or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

INSURANCE REQUIREMENTS

The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is “preferred”; however, other ratings if “Secure Best Ratings’ may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Consultant, its employees, or by subconsultant(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that all its subconsultants obtain and maintain until the completion of that subconsultant’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. These insurance requirements shall not limit the liability of the Consultant. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant’s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Consultant’s insurance policies shall be endorsed to name the City as an additional insured to the extent of its interests arising from this agreement, contract or lease. The Consultant waives its right of recovery against the City, to the extent permitted by its insurance policies. The Consultant’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease. The Consultant shall obtain and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth below:

- Professional Liability \$ 1,000,000
- Property Damage: \$ 500,000
- General Liability: \$ 1,000,000/2,000,000
- Automobile Liability: \$ 1,000,000/2,000,000
- Workers' Compensation: \$ Statutory Limits

NOTE: Insurance Certificate must be provided by Successful Bidder upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

SUBMITTAL REQUIREMENTS

Each Firm's submittal shall include sufficient information to enable the City to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Submittals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Submittals should be stapled together or bound with comb binding. Submittals submitted in 3 ring binders may not be accepted. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal.

Respondents should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a CD or USB drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to the City of Callaway for a period of 180 days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content. In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFQ

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

2) Table of Contents (Tab 1)

1. Clearly identify all sections referenced below.
2. Sections shall be separately tabbed for ease of reference.

3) General Information (Tab 2)

1. Firm information
 - i) Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii) Date the firm was established under the name given.
 - iii) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv) Incorporation by the Secretary of State and current Florida Professional License.
 - v) Brief history of the firm.
2. Litigation, disputes, default, & liens
Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the SOQ.

4) Approach and Understanding of the Project (Tab 3)

This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the RFQ.

5) Personnel (Tab 4)

1. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
 - i) Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - (1) Name and title
 - (2) How many years with this firm and other firms.
 - (3) Experience
 - (a) Types of projects
 - (b) Size of projects
 - (c) What were the specific project involvements?
 - (4) Education
 - (5) Active registration(s) and certification(s)
 - (a) Provide all required licenses and certificates.
 - (b) Other experience and qualifications that are relevant to this project.
2. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
3. List of consultants and subconsultants, if any
 - i) Name any consultants, or subconsultants which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience.

6) Project History (Tab 5)

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. List 3 projects which best illustrate the experience of your firm and current staff which is being assigned to this project
 - i) List no more than 3 projects.
 - (1) Name and location of the project
 - (2) The nature of the firm's responsibility on the project and brief description of the projects.
 - (3) Cost of project (project cost).
2. List of three (3) references for similar type work with contact information.

7) Scheduling / Cost Control / QA / QC (Tab 6)

Provide information regarding firm's ability to develop and maintain the project schedule within the specified project time and within the budget. Provide firm's QA/QC Plan. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal. The schedule should assume Notice to Proceed date April 15, 2019.

8) Required Forms (see exhibit 2) – (Tab 7)

- A. Submittal Form
- B. Addendum Acknowledgement
- C. Anti-Collusion Clause
- D. Waiver of Exemption of Meetings/Presentations
- E. Required Insurance Certificates
- F. Proprietary/Confidential Information Form
- G. Public Entity Crimes Statement
- H. Representation/Certifications Federal Form W-9
- I. LAP Federal -Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)
- J. DBE Bid Package Information (FDOT Form 275-030-11)
- K. DBE Participation Statement (FDOT Form 373-030-62)
- L. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- M. Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375- 030-33 and if necessary #375-030-034)
- N. Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)
- O. Truth in Negotiation Certification (FDOT Form #375-030-30)
- P. U.S. Department of Homeland Security's E-Verify form
- Q. Conflict of Interest Certification (FDOT Form #375-030-50)
- R. Drug-Free Workplace Form
- S. Public Records Form (FDOT Form #375-030-61)

NOTICE: Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

SCORING FACTORS (maximum score 100)

- **Organization and Staffing (25 Points):** Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.
- **Experience of the firm & References (25 Points):** Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.
- **Availability of workload & willingness to meet time requirement (20 Points):** 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 notice to proceed and ending with final plans and specifications submittal.

- **Project Approach and Understanding of Critical Issues (30 Points):** 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 quality control process and how it is conducted with the team.

EVALUATION PROCESS AND CRITERIA

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Qualification (RFQ), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

Proposals will be reviewed by the representatives from the City for completeness. Those submittals deemed complete and responsive will be forwarded to the Selection Committee to evaluate based on the format and content outlined in this RFQ as follows:

| EVALUATION CRITERIA | POINTS |
|---|---------------|
| Organization and Staffing | 25 |
| Experience of the firm & References | 25 |
| Availability of workload & willingness to meet time requirement | 20 |
| Project approach and understanding of critical issues | 30 |
| TOTAL | 100 |

SELECTION

The Selection Committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the City Commission for approval on February 26, 2019. Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tie- breaker.

If the City Commission concurs with the Selection Committee, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the City’s recommendation, contract price negotiations will begin between the selected firm and the City.

The City shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by legal ad posting. The notice shall contain the following statement: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Selection Committee

- A. Selection Committee will consist of 3 to 5 members designated by the City Manager.
- B. The City Manager shall determine the Selection Committee that will best serve the needs of the City.
- C. Members of the Selection Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process.
- D. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- E. The initial ranking of submittals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFQ.
- F. The Selection Committee as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the City, prior to beginning contract negotiations.

The City shall negotiate a contract with the top ranked firm for services at compensation which the City determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between the City of Callaway and respondents (except as expressly set out in this RFQ).

The City of Callaway will make the selections primarily on the basis of the response to this RFQ and any further information received from respondents if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of the City of Callaway. The City of Callaway shall be the sole judge of the award of this project to the respondent considered by the City to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the City of Callaway.

ANTICIPATED SCHEDULE

Below is the anticipated schedule for this project. This schedule may be altered solely at the City's discretion.

| | |
|--|------------------------------|
| RFQ Advertised & Posted on Website | January 5, 2019 |
| Deadline for Questions | January 17, 2019 |
| RFQ Due Date | January 31, 2019 |
| Review Committee Scores Due | February 15, 2019 |
| Final Scores & Ranking Submitted to FDOT for Review | March 13, 2019 |
| Rankings Presented to the City Commission for Selection and Approval to begin Negotiations | February 26, 2019 |
| Contract Negotiations | February 27 – March 12, 2019 |
| Board Meeting Award Contract | March 26, 2019 |
| Finalize / Execute Agreement | April 01, 2019 |
| Issue Notice to Proceed | April 15, 2019 |

EXHIBIT 1
SCOPE OF SERVICES
WALLACE ROAD SIDEWALK DESIGN

BACKGROUND AND SCOPE:

The services sought are the survey, design, and permitting of a 5' wide sidewalk per Florida Department of Transportation (FDOT) Design Standards along south side of Wallace Road from Tyndall Parkway (U.S. 98) to S. Berthe Avenue, approximately 0.97 miles. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances. All proposed improvements on Wallace Road shall be located within the existing right-of-way. Wallace Road is a two-lane roadway with roadside swales drainage system.

The City of Callaway has entered into a Local Agency Program (LAP) Agreement (FPN 442257-1-38-01) with the FDOT for this sidewalk project.

A. Surveying

1. Prepare route survey for the sidewalk construction limits as identified in the LAP Agreement along south side of Wallace Road from Tyndall Parkway (U.S. 98) to S. Berthe Avenue.
2. Locate all above ground features and improvements.
3. Perform cross sections or profiles as needed to prepare the design of the sidewalk.
4. 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 within 10 days of the Notice to Proceed (NTP)
5. Under Ground Utilities - Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates.
6. Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities.
7. Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities.

B. Engineering

1. Perform design and prepare plans for sidewalk construction along south side of Wallace Road from Tyndall Parkway (U.S. 98) to S. Berthe Avenue as identified in the LAP Agreement. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the FDOT which include, but are not limited to, publications such as:
 - a. The Florida Green Book
 - b. The Florida Department of Transportation Design Manual (FDM).
 - c. The FDOT Standard Plans for Road and Bridge Construction.
 - d. The Manual on Uniform Traffic Control Devices (MUTCD).
 - e. The Americans with Disabilities Act (ADA).
2. Provide stormwater/drainage as necessary to accommodate sidewalk in accordance with the FDOT Drainage Manual.
3. Prepare Traffic Control Plan as necessary to accommodate construction of sidewalk.

4. Prepare design documentation.
5. Perform a Field Review with plans in hand after 60% Review comments are received by City and FDOT.
6. Develop accurate quantities and the supporting documentation in computation booklets.
7. Prepare contract documents, technical specifications and plans.
8. Coordinate sidewalk location with FDOT within its right of way.
9. Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.
10. **Field Reviews:** The Consultant shall make as many trips to the project site as required to obtain necessary data for all elements of the project.
11. **Technical Meetings:** The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. The Consultant shall prepare, and submit to the City's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.
12. **Quality Assurance Quality Control (QAQC):** It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. 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 subconsultant(s) under this contract.
13. **Permitting:** Prepare the Northwest Florida Water Management District (NFWFMD) Stormwater Noticed General Permit Application, if necessary.
14. Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a three (3) week review time for each phase review and other submittals as appropriate. The schedule shall indicate, at a minimum, proposed dates for Phase I, II, III, and IV plans and all other appropriate milestones and required submittals.
15. Provide monthly status reports and update meetings through the design and permitting process.
16. Attend progress meetings with the City as necessary.
17. Develop probable cost of construction estimate after 90% design is complete.
18. Upload documents into the Department's Local Agency Program Information Tool (LAPIT) as necessary and response to comments the Department's Electronic Review Comments (ERC) System
19. Provide any necessary materials for public announcements or public participation meetings required by the FDOT.

C. Deliverables

1. Two sets of Conceptual Design Plans for the City's review.
2. One set of 30% Design Plans for the City's review.
3. Two sets of 60% Design Plans for the City and FDOT's review.
4. Two sets of 90% Plans and Specifications for the City and FDOT's review.
5. Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).
6. One copy of the signed and sealed Design and Computations Booklet.

D. Compensation

Method of compensation is outlined in the professional services contract between the City and the Consultant.

PROJECT DESIGN SCHEDULE

The Consultant engineering design shall begin upon written Notice to Proceed by the City and shall have 240 calendar days to complete the project. A project design schedule shall be created for the project and shall contain, but not be limited to, the following tasks:

| Task | # Days | Date |
|--|--------|--------------------|
| Notice to Proceed date | | April 15, 2019 |
| Surveying | 30 | May 14, 2019 |
| Concept Development | 30 | June 13, 2019 |
| Concept Review by City (10 work days) | 10 | June 26, 2019 |
| 60% Plans Development | 50 | August 15, 2019 |
| 60% Plans Development Review by City (10 work days) | 10 | August 28, 2019 |
| Permitting (Concurrent) | | |
| 90% Plans Development | 30 | September 26, 2019 |
| 90% Plans Development Review by City (10 work days) | 10 | October 9, 2019 |
| 90% Plans Development Review by FDOT | 15 | October 23, 2019 |
| 100% Plan Submittal to City (to include Bid Documents) | 30 | November 21, 2019 |
| FDOT 100% Plan Review | 15 | December 5, 2019 |
| Final Plan Submittal | 10 | December 15, 2019 |

The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year. Services provided by the Consultant shall comply with all aspects of the City's Local Agency Program Agreement with the Florida Department of Transportation identified as FPID # 442257-1-38-01.

Location Map

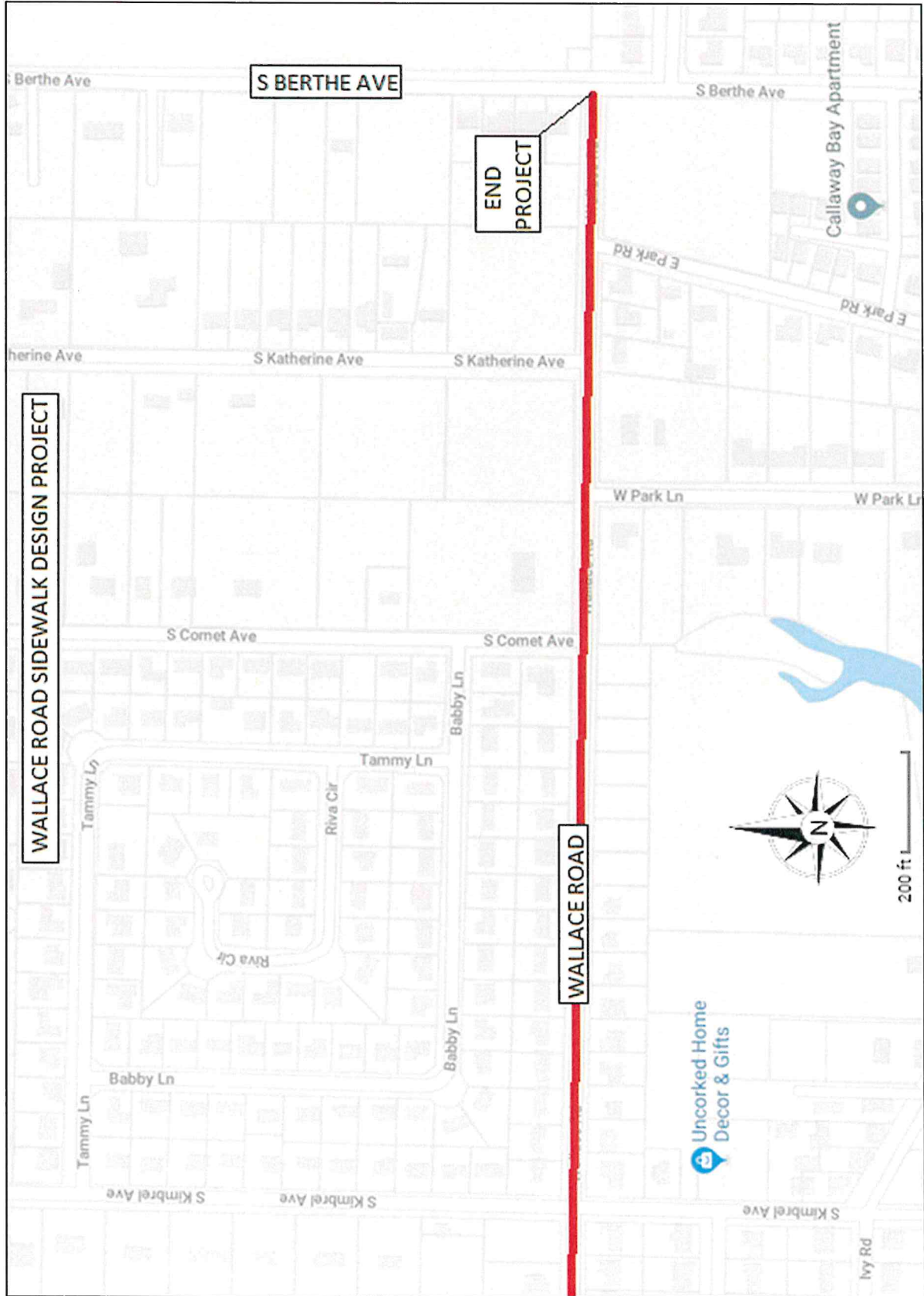


EXHIBIT 2

REQUIRED FORMS

Attachment A – Submittal Form

Attachment B – Addendum Acknowledgement

Attachment C – Anti-Collusion Clause

Attachment D – Waiver of Exemption of Meetings/Presentations

Attachment E – Required Insurance Certificates

Attachment F – Proprietary/Confidential Information Form

Attachment G –Public Entity Crimes Statement

Attachment H – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment I – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)

Attachment J – DBE Participation Statement (FDOT Form 375-030-62)

Attachment K – DBE Bid Package Information (FDOT Form 275-030-11)

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

Attachment M – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

Attachment N – Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)

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

Attachment P – U.S. Department of Homeland Security's E-Verify form (<https://www.uscis.gov/i-9>)

Attachment Q – Conflict of Interest/Confidentiality Certification (FDOT Form #375-030-50)

Attachment R – Drug Free Workplace Program Certification

Attachment S – Public Records Form (FDOT Form #375-030-61)

Attachment A

Submittal Form

SUBMITTAL FORM
RFQ No: PW2019-01

This submittal of _____, ("Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Callaway, ("City").

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____ Name
of Firm/Consultant

Prepared By: _____ Name
of Individual

Contact E-Mail: _____

Address: _____

Phone: _____

Consultant's License No. _____

Signature of Authorized Representative of Firm/Consultant

Date

SEAL: *(If bid is by Corporation)*

Attachment B

Addendum Acknowledgement

**ADDENDUM
ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 215-6694 or email jpeters@cityofcallaway.com prior to submitting your submittal to ensure that you have received addendums.

Attachment C

Anti-Collusion Clause

**ANTI-COLLUSION
CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment D

Waiver of Exemption of Meetings/Presentations

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The City encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

Attachment E

Required Insurance Certificates

(insert Consultant's insurance certificates)

Attachment F

Proprietary/Confidential Information Form

PROPRIETARY/CONFIDENTIAL INFORMATION

Name of Firm of Bidder/Vendor: _____

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Check this box if there are none.
This document must be completed and returned with proposal.

Attachment G

Public Entity Crimes Statement

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

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

1. This sworn statement is submitted to City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by _____
[print individual's name and title]

for _____ whose business
[print name of entity submitting sworn statement]

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

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

_____ Neither the entity submitting this sworn statement, nor 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 THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

PW2019-01

[Reference: RFQ Number]

Sworn to and subscribed before me this ____ day of _____, 20___. Personally known _____ or produced

identification _____
[Type of identification]

Notary Public - State of _____

My Commission expires:

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

Attachment H

Representations/Certifications Federal Form W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment I

Local Agency Program Federal-Aid Terms for Professional Services
Contracts (FDOT Form 375-040-84)

LOCAL AGENCY PROGRAM FEDERAL-AID
TERMS For PROFESSIONAL SERVICES
CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

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

- J. Interest of Members of Congress: No member or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.
- The CONSULTANT, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the CONSULTANT nor the CONSULTANT's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

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both criminal and civil.

P. The CONSULTANT hereby certifies that it has not:

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

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

Attachment J

DBE Participation Statement (FDOT Form 375-030-62)

FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

| | |
|-----------------------------|--|
| Contract No.: | |
| Project Description: | |
| Firm Name: | |

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

This Firm is is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): _____%. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

The proposed DBE contractors/CONSULTANTS are as follows:

| DBE Prime (If applicable) | Type of Work | Percentage |
|---------------------------------|--------------|------------|
| | | % |
| | | % |
| | | % |
| DBE Subcontractor/Subconsultant | Type of Work | Percentage |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
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| | | % |

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____%. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at:

<http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at:

<http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe? service=default& program=inetprog.db2.smbusform.scl>

The proposed Non-DBE Small Business contractors/CONSULTANTS are as follows:

| Non-DBE Small Business Prime (If applicable) | Type of Work | Percentage |
|--|--------------|------------|
| | | % |
| | | % |
| | | % |

| Non-DBE Small Business Subcontractor/Subconsultant | Type of Work | Percentage |
|---|--------------|------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |

By: _____
Title: _____
Date: _____

Attachment K

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

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 subconsultants 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?ReturnUri=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

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.

Attachment L

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

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

375-030-32
PROCUREMENT
11/15

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.

Attachment M

Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(FDOT Form #375-030-33 and if necessary #375-030-034)

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 <input type="checkbox"/> Reporting Entity: Prime 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, <i>if known</i>: _____ | 9. Award Amount, <i>if known</i>: \$ _____ | |
| 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 full name, 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.

Attachment N

Bid Opportunities List for Commodities & Contractual Services (FDOT
Form 375-040-62)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

Attachment O

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

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

Attachment P

U.S. Department of Homeland Security's E-Verify form
(<https://www.uscis.gov/i-9>)



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
 Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.*)

| | | | | | | |
|----------------------------------|-----------------------------|-------------------------|---------------------------|----------------|--------------------------------|-------------------|
| Last Name (Family Name) | | First Name (Given Name) | | Middle Initial | Other Last Names Used (if any) | |
| Address (Street Number and Name) | | | Apt. Number | City or Town | | State ZIP Code |
| Date of Birth (mm/dd/yyyy) | U.S. Social Security Number | | Employee's E-mail Address | | Employee's Telephone Number | |

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

| |
|--|
| <input type="checkbox"/> 1. A citizen of the United States |
| <input type="checkbox"/> 2. A noncitizen national of the United States (<i>See instructions</i>) |
| <input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): |
| <input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (<i>See instructions</i>) |

*Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:
 An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.*

| | |
|---|---|
| 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____ | QR Code - Section 1 Do Not Write in This Space |
|---|---|

| | |
|-----------------------|---------------------------|
| Signature of Employee | Today's Date (mm/dd/yyyy) |
|-----------------------|---------------------------|

Preparer and/or Translator Certification (check one):

I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

| | | | |
|-------------------------------------|--|---------------------------|-------------------|
| Signature of Preparer or Translator | | Today's Date (mm/dd/yyyy) | |
| Last Name (Family Name) | | First Name (Given Name) | |
| Address (Street Number and Name) | | City or Town | State ZIP Code |



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
 Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

| | | | | |
|------------------------------|-------------------------|-------------------------|------|--------------------------------|
| Employee Info from Section 1 | Last Name (Family Name) | First Name (Given Name) | M.I. | Citizenship/Immigration Status |
|------------------------------|-------------------------|-------------------------|------|--------------------------------|

| List A Identity and Employment Authorization | OR | List B Identity | AND | List C Employment Authorization |
|---|----|--------------------------------------|-----|--|
| Document Title | | Document Title | | Document Title |
| Issuing Authority | | Issuing Authority | | Issuing Authority |
| Document Number | | Document Number | | Document Number |
| Expiration Date (if any)(mm/dd/yyyy) | | Expiration Date (if any)(mm/dd/yyyy) | | Expiration Date (if any)(mm/dd/yyyy) |
| Document Title | | Additional Information | | QR Code - Sections 2 & 3 Do Not Write In This Space |
| Issuing Authority | | | | |
| Document Number | | | | |
| Expiration Date (if any)(mm/dd/yyyy) | | | | |
| Document Title | | | | |
| Issuing Authority | | | | |
| Document Number | | | | |
| Expiration Date (if any)(mm/dd/yyyy) | | | | |

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

| | | | | |
|--|---|--|----------|--|
| Signature of Employer or Authorized Representative | Today's Date (mm/dd/yyyy) | Title of Employer or Authorized Representative | | |
| Last Name of Employer or Authorized Representative | First Name of Employer or Authorized Representative | Employer's Business or Organization Name | | |
| Employer's Business or Organization Address (Street Number and Name) | City or Town | State | ZIP Code | |

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

| | | | | |
|------------------------------------|-------------------------|----------------|--|--|
| A. New Name (if applicable) | | | B. Date of Rehire (if applicable) | |
| Last Name (Family Name) | First Name (Given Name) | Middle Initial | Date (mm/dd/yyyy) | |

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

| | | |
|----------------|-----------------|---------------------------------------|
| Document Title | Document Number | Expiration Date (if any) (mm/dd/yyyy) |
|----------------|-----------------|---------------------------------------|

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

| | | |
|--|---------------------------|---|
| Signature of Employer or Authorized Representative | Today's Date (mm/dd/yyyy) | Name of Employer or Authorized Representative |
|--|---------------------------|---|

LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

| LIST A Documents that Establish Both Identity and Employment Authorization | OR | LIST B Documents that Establish Identity | AND | LIST C Documents that Establish Employment Authorization |
|---|---------------------------------------|---|-----|---|
| 1. U.S. Passport or U.S. Passport Card | OR | 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address | AND | 1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION |
| 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) | | 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address | | 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) |
| 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa | | 3. School ID card with a photograph | | 3. Original or certified copy of birth certificate issued by a State, CITY, municipal authority, or territory of the United States bearing an official seal |
| 4. Employment Authorization Document that contains a photograph (Form I-766) | | 4. Voter's registration card | | 4. Native American tribal document |
| 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. | | 5. U.S. Military card or draft record | | 5. U.S. Citizen ID Card (Form I-197) |
| | | 6. Military dependent's ID card | | 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) |
| | | 7. U.S. Coast Guard Merchant Mariner Card | | 7. Employment authorization document issued by the Department of Homeland Security |
| | | 8. Native American tribal document | | |
| | | 9. Driver's license issued by a Canadian government authority | | |
| 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI | | For persons under age 18 who are unable to present a document listed above: | | |
| | | 10. School record or report card | | |
| | | 11. Clinic, doctor, or hospital record | | |
| | 12. Day-care or nursery school record | | | |

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

Attachment Q

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

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) |
|---------------------------------------|-------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| Printed Names | Signatures | Date |
|---------------|------------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Attachment R

Drug Free Workplace Program Certification

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: _____

Attachment S

Public Records Form (FDOT Form #375-030-61)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC RECORDS FORM

375-030-61
PROCUREMENT
OGC - 06/13

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/CONSULTANT acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____ Date: _____

Print: _____ Title: _____

Company/Firm: _____

EXHIBIT 3

SAMPLE -AGREEMENT FOR CIVIL ENGINEERING SERVICES FOR DESIGN OF WALLACE ROAD SIDEWALK DESIGN RFQ NO: PW2019-01

This Agreement made as of this ___ day of _____, 2019, by and between the **City of Callaway**, Florida - (the "CITY"), and _____ authorized to do business in the State of Florida (the "CONSULTANT"), and whose address is: _____, Phone: _____
Fax: _____.

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

RECITALS

The CITY issued Request for Qualifications No. PW2019-01 ("RFQ") for civil engineering services relating to the design of sidewalk improvements on Wallace Road from US 98/Tyndall Parkway to S. Berthe Avenue. The CONSULTANT submitted a response, dated January 31, 2019, to the RFP, and the CITY, after evaluation of the responses received, selected the CONSULTANT for an award of a contract for the design services. The CITY and the CONSULTANT now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein. The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The CONSULTANT'S responsibility under this Agreement is to design a sidewalk along south side of Wallace Road from Tyndall Parkway (U.S. 98) to S. Berthe Avenue, approximately 0.97 miles. The CONSULTANT will perform those services generally described in the Scope of Services which is attached as **Exhibit 1** to this Agreement and is by reference incorporated herein.

The project is being funded by a Florida Department of Transportation (FDOT) Local Agency Project (LAP) Agreement FPN: 442257-1-38-01). The CONSULTANT shall comply with the Local Agency/Federal Aid Contract Requirements.

The CITY has an evaluation process to monitor the satisfactory performance of services under this contract. The CONSULTANT shall be evaluated within sixty (60) days of project completion. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete, and cost-effective construction plans. The CONSULTANT shall be given an opportunity to provide written comments in response to the completed evaluation. Such evaluation may be used as reference information for future solicitations issued by the CITY.

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

ARTICLE 2 – CONTRACT TERM

The Scope of Services to be rendered by the CONSULTANT shall be completed in accordance with the project schedule included in Exhibit "2". The commencement date for services shall be the date specified in the written notice to proceed from the CITY's Project Manager. Changes to such project schedule shall be subject to mutual agreement of the CITY and CONSULTANT. This Contract shall commence April 15, 2019, and continue in effect through December 15, 2019.

ARTICLE 3 - PAYMENTS TO CONSULTANT

For the satisfactory completion of the Scope of Services, the CONSULTANT shall be paid a total sum not to exceed \$ _____. The method of payment under this Agreement will be based on LUMP SUM AMOUNT or SPECIFIC RATES OF COMPENSATION. The CITY shall pay the CONSULTANT's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et. seq, Florida Statutes.

The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the CITY. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in the Agreement, unless modified by an amendment executed by the CITY and Party.

The invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONSULTANT. CONSULTANT acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONSULTANT requested change orders.

ARTICLE 4 – ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND CITY

1. The CITY and the CONSULTANT acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the CONSULTANT covenants with the CITY to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional CONSULTANT under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the CITY in advancing the interest of the CITY. The CONSULTANT acknowledges that the CITY reserves the right to provide to the CONSULTANT from time to time, suggested approaches to problems and revisions to the work products.
2. When requested, and not at the expense of the CONSULTANT, the CITY will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the CITY and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the CITY's records, CONSULTANT shall identify those requirements to the Project Manager. The CITY will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
3. The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the services performed by the CONSULTANT or any subconsultant.
4. The CONSULTANT shall provide, to the CITY, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the CONSULTANT for record.
5. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this Agreement, including subconsultants assigned by the CONSULTANT to perform work pursuant to the Contract. The E-Verify form is attached to this Agreement.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, the contractor/CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the CITY's sovereign immunity.

ARTICLE 6 – INSURANCE & BONDS

6.1 Prior to commencing work, CONSULTANT shall procure and maintain at CONSULTANT's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT.

6.1.1 CONSULTANT shall maintain the following coverage with limits no less than the indicated amounts:

- (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim- made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent CONSULTANTs
 - vi. Broad Form Property Damage
 - vii. Personal Injury
- (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-Owned Autos
 - iii. Hired Autos
- (c) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.
- (d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

6.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Liability Coverage's

- i CITY, members of its CITY Commission and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT or premises on which CONSULTANT is performing Services on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers.

The CONSULTANT's insurance coverage shall be primary insurance as respects CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, members of its CITY Commission and committees, officers, agents, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

- ii Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- iii Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against CITY, member of its CITY Commission, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONSULTANT in the performance of Services under this Agreement.

(c) All Coverage's

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY in accordance with this Agreement.

- i If CONSULTANT, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach.

Alternatively, CITY may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

- ii. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONSULTANT on or before their due date.

6.1.3. Deductibles

Any deductibles must be declared to and approved by CITY. At the option of CITY, the insurer shall reduce or eliminate such deductibles as respects CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

6.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

6.1.5. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by CITY before work commences.

6.1.6. Subconsultants and Subcontractors

CONSULTANT shall include each of its subconsultants and subcontractors as insured under the policies of insurance required herein.

6.2 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

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

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

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

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

ARTICLE 7 - NONDISCRIMINATION IN EMPLOYMENT

By the execution of this Agreement, the CONSULTANT agrees to and assures the CITY of the following:

7.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The CONSULTANT will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

7.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that the firm is an Equal Opportunity Employer.

7.3 In the event that the CONSULTANT does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

ARTICLE 8 - CONTRACT RECORDS

The CITY shall have access to all books, documents, papers, and records of the CONSULTANT directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The CONSULTANT shall maintain all required records and other records pertinent to this Agreement for five (5) years after the CITY makes final payment and all other pending matters are closed.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

9.0 The term "CITY Design Documents" shall mean any and all documents prepared by CITY staff, or by other CONSULTANTS to the CITY, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All CITY Design Documents shall be and remain the property of the CITY, and the CITY shall retain all common law, statutory and other reserved rights, including the copyright. CITY Design Documents shall not to be used on other work by the CONSULTANT or be provided to third parties and shall be returned to the CITY at the conclusion or termination of this Agreement

9.1 All designs, drawings, specifications, data and information prepared by CONSULTANT shall be the property of the CITY, but the CITY hereby grants to the CONSULTANT an irrevocable right to use the foregoing in its business. The CONSULTANT shall deliver the originals (hard copy and/or electronic file) of all such documents to the CITY upon completion of CONSULTANT's work under this Agreement. Without written verification or adaptation by the CONSULTANT for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the CITY or others for any project other than that for which they were originally prepared.

ARTICLE 10 - ERRORS AND OMMISIONS

Acceptance of the work by the CITY or Agreement termination does not constitute CITY approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 11 – TERMINATION OR SUSPENSION OF PROJECT

The CITY may, by written notice to the CONSULTANT, suspend any or all of the CONSULTANT's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the CITY may terminate this Agreement in whole or in part at any time the interest of the CITY requires such termination.

11.1 If the CITY determines that the performance of the CONSULTANT is not satisfactory, the CITY shall notify the CONSULTANT of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the CONSULTANT of the deficiency that requires correction. If the deficiency is not corrected within such period, the CITY may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the CITY to correct the deficiency. In the event the CITY chooses to take action and not terminate the Agreement, the CONSULTANT shall, upon demand, promptly reimburse the CITY for any and all costs and expenses incurred by the CITY in correcting the deficiency.

11.2 If the CITY terminates the Agreement with cause or for convenience, the CITY shall notify the CONSULTANT of such termination in writing at least fourteen (14) days in advance. The notice from the CITY shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

11.3 If the Agreement is terminated before the Project is completed, the CONSULTANT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the CITY and will be turned over promptly by the CONSULTANT.

11.4 The CITY reserves the right to unilaterally cancel this Agreement for refusal by the CONSULTANT or any subconsultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

11.5 Upon receipt of any final termination or suspension notice under this paragraph 10., the CONSULTANT shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the CITY or upon the basis of terms and conditions imposed by the CITY upon the failure of the CONSULTANT to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the CITY may otherwise have arising out of this Agreement.

ARTICLE 12 - PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, 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 the CONSULTANT 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, a fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the CITY 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.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT hereby certifies that it will completely disclose to the CITY 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 CITY. Failure to abide by this section shall result in the immediate termination of this Agreement.

ARTICLE 14 - LUMP SUM OR COST PLUS FIXED FEE CONTRACTS

The CONSULTANT certifies 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 CITY 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.

ARTICLE 15 - GENERAL PROVISIONS

15.1 CONSULTANT shall not assign any of their rights or obligations under this Agreement without prior approval by the CITY.

15.2 CONSULTANT shall be responsible for the actions of any and all of their subcontractors and CONSULTANTS. Neither subcontractors nor any subconsultants shall interface directly with the CITY.

15.3 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Apple CITY, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

15.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows: (Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section).

City of Callaway
6601 East Hwy. 22
Callaway, Florida 32404
Attention: Janice L. Peters, City Clerk
Phone: (850) 215-6694
Fax: (850) 871-2224
Email: jpeters@cityofcallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney
Harrison Sale McCloy
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONSULTANT shall be mailed to:

A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's

15.5 The CONSULTANT will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the CITY.

15.6 The CONSULTANT shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete and cost-effective construction plans. The CONSULTANT shall be given the opportunity to give written comments in response to the completed evaluation.

15.7 If, after Project completion, any claim is made by the CITY resulting from an audit or for work or services performed pursuant to this Agreement, the CITY may offset such amount from payments due for work or services done under any agreement which it has with the CONSULTANT owing such amount if, upon demand, payment of the amount is not made within 60 days to the CITY. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the CITY. In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the CONSULTANT and the making of such payment by the CITY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default.

15.8 Public Entity Crimes As required by Florida State Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list." Moreover, any person must notify the CITY within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

15.9 The selected CONSULTANT shall implement and meet the requirements for a drug-free workplace. Certification provided attached herein.

15.10 The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Certification and details provided attached herein.

15.11 This project is a Federal Aid Contract. All terms included attached herein shall be incorporated into this contract and project design.

ARTICLE 16 - PERSONNEL

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

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 17 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement.

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

ARTICLE 18 - FEDERAL AND STATE TAX

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

ARTICLE 19 - EXCUSABLE DELAYS

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

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

ARTICLE 20 - LIQUIDATED DAMAGES

The Liquidated damages shall be a daily rate determined by the CITY based on allowable and reasonable costs of damages to the CITY including CITY staff and administration costs of all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONSULTANT. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONSULTANT, or the amount of such damages shall be due and collectable from the CONSULTANT or Surety.

ARTICLE 21 - ARREARS

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

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a CONSULTANT does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

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

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, Janice Peters, City Clerk, at 850-215-6694, by email at jpeters@cityofcallaway.com, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

ARTICLE 23 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONSULTANT, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT’S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT’S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

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

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

ARTICLE 24 - CONTRACT ASSIGNMENT

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

ARTICLE 25 - AMENDMENT

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

ARTICLE 26 - ENFORCEMENT COSTS

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

ARTICLE 27 - AUTHORITY TO PRACTICE

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

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

ARTICLE 30 - MODIFICATION

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

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay CITY and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto,

and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay CITY, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 23 – FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents: FDOT Form can be found at the following link: <https://fms.fdot.gov/>

Attachment A – Submittal Form

Attachment B – Addendum Acknowledgement

Attachment C – Anti-Collusion Clause

Attachment D – Waiver of Exemption of Meetings/Presentations

Attachment E – Required Insurance Certificates

Attachment F – Proprietary/Confidential Information Form

Attachment G – Public Entity Crimes Statement

Attachment H – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment I – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)

Attachment J – DBE Participation Statement (FDOT Form 375-030-62)

Attachment K – DBE Bid Package Information (FDOT Form 275-030-11)

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

Attachment M – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

Attachment N – Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)

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

Attachment P – U.S. Department of Homeland Security's E-Verify form (<https://www.uscis.gov/i-9>)

Attachment Q – Conflict of Interest/Confidentiality Certification (FDOT Form #375-030-50)

Attachment R – Drug Free Workplace Program Certification

Attachment S – Public Records Form (FDOT Form #375-030-61)

Attachment T – Advertised Request for Qualifications with Addendums

Exhibit 1 – Scope of Services and Project Schedule

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Janice L. Peters, MMC
City Clerk

By: _____
Pamn Henderson, Mayor

CONSULTANT Witnesses:
(2 REQUIRED)

CONSULTANT:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

KEVIN D. OBOS, HARRISON SALE MCCLOY
CITY ATTORNEY