

**CALHOUN COUNTY  
ALTHA PUBLIC SCHOOL  
SIDEWALK PROJECT**

**CONSTRUCTION ENGINEERING &  
INSPECTION SERVICES**

**REQUEST FOR PROPOSALS  
INFORMATION PACKAGE**

FDOT FPID #: 440382-1-68-01

**CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS  
20859 CENTRAL AVENUE EAST, ROOM 130  
BLOUNTSTOWN, FL 32424**

**This Entire Package Is for Convenience Only and to Assist in Filling Out the Proposal.  
Do Not Return with Your Proposal**

## **PART I-ADVERTISEMENT AND GENERAL INFORMATION**

### **CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS**

#### **REQUEST FOR PROPOSALS**

**FDOT FPID NO.: 440382-1-68-01**

The Calhoun County Board of County Commissioners is seeking professional services as they apply to the construction engineering and inspection of sidewalk around Altha Public School in accordance with the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types:	10.1 – Roadway Construction Engineering and Inspection (CEI)
Response Deadline:	Tuesday, September 17, 2019 at 2:00 P.M. (CT)
Opening Date:	Tuesday, September 17, 2019 at 5:00 P.M. (CT)

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

Information regarding the proposal can be obtained at the Calhoun County Emergency Management Office, 20859 Central Avenue East, Room G-40, Blountstown, FL 32424 (located in the basement of the Courthouse). In order to ensure a fair, competitive, and open process, once a project is advertised for Proposals, all communications between interested firms and the County must be directed to Chelsea Ranew, Contracts and Grants Coordinator, 850-674-8075 [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com).

If interested, qualified consultants are required to submit the original, five (5) copies and one digital file (USB is preferred) of the letter of response to the Calhoun County Clerk's Office, 20859 Central Avenue East, Room 130, Blountstown, FL 32424 by the response deadline.

Please indicate on the envelope that this is a sealed proposal for the "RFP LAP – Altha Public School Sidewalk project". Also, please make envelope with firm name and return address.

## **PART II – PROPOSAL PREPARATION INSTRUCTIONS**

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

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

The Calhoun County Board of Commissioners acting as the selection committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once the review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being approved by the Board. Negotiations will follow pending Board approval and FDOT approval.

All prospective submitters are hereby cautioned not to contact any County Commissioner member after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through Chelsea Ranew, Contracts and Grants Coordinator, 850-674-8075 [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com). Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

Calhoun County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement and any Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award or 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 contractor to carry out these requirements is a material breach of this contract, which may result in termination or such other remedy as the recipient deems appropriate, which many include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

The County shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider the following factors:

**SUBMITTAL REQUIREMENTS:** The proposer shall submit the original, five (5) paper copies and USB with all supporting documentation as described below (maximum of 20 pages total **other than required forms**):

- **LETTER OF RESPONSE**

Letter of response prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

- Project name/FDOT Financial Management Number
- Consultant's name and address

- Proposed responsible office for consultant
- Contact person, phone number, and internet email address

Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE) SCORING FACTORS (MAX SCORE 100)

- **EEO Capabilities (30 Points):** Demonstrate past experience with federal funding (specifically Local Agency Program funding) and EEO/DBE reporting. Must show a minimum of 3 EEO/DBE projects completed successfully. Display expertise with certified payrolls, federally funded FDOT projects, LAPIT program, Contract Compliance Workbook and the completion and submission of related paperwork as outlined in the Workbook. See Part II – Scope of Services for a complete list of items to be completed for EEO Capabilities
- **Ability of Personnel (25 Points):** Identify the roles and responsibilities of the proposed personnel. The project manager, EEO Compliance Specialist, inspector and any other related personnel should be shown with each individual's experience and qualifications. Include resumes for each team player involved with the project.
- **Experience of the Firm & References (30 Points):** Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 4 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 (15 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 pre-construction conference and ending with project closeout.

## TERMS FOR FEDERAL AID CONTRACTS – Attached as Exhibit A

## OTHER STATEMENTS, FORMS AND REQUIRED DOCUMENTATION

The following MUST be included the proposer's submitted packet:

- Certificate of Insurance: See Requirements as listed below
- 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>.

- FDOT Prequalification: 10.1-Roadway Construction Engineering Inspection (CEI)
- E-Verify  
The consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- APPENDIX I: FEDERAL AID TERMS FOR LOCAL AGENCY CONTRACTS
- PUBLIC ENTITY CRIMES STATEMENT
- PUBLIC ACCESS TO PUBLIC RECORDS
- DRUG FREE WORK PLACE CERTIFICATION
- E-VERIFY CERTIFICATION
- TRUTH IN NEGOTIATION CERTIFICATION
- CONFLICT OF INTEREST CERTIFICATION
- CERTIFICATION REGARDING DEBARMENT
- CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
- PROFESSIONAL SERVICES DBE OR SMALL BUSINESS COMMITMENT FORM

**LENGTH OF SERVICE** – The Consultant's construction engineering and inspection services shall begin upon written Notice to Proceed (NTP) by the County. It is anticipated that the NTP will be issued by October 15, 2019. It is projected that all work will be completed by January 31, 2019.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – For this FDOT assisted contract, Calhoun County 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 in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

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

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

**TITLE VI NONDISCRIMINATION POLICY STATEMENT** – During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") 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 Contract.
- **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly

or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin or sex.
- Information and Reports: The Contractor shall 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 Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the Contractor under the Contract until the Contractor complies, or
  - cancellation, termination or suspension of the Contract, in whole or in part.
- Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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 CRF part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired 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 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origins 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 prohibits 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;

**INSURANCE** – The Consultant shall procure and maintain the following described insurance, except for coverage’s specifically waived by the County. 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 coverage’s 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 contractor, its employees, or by subcontractor(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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverage’s 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 contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor’s insurance policies shall be endorsed to name the County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor’s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**WORKERS COMPENSATION COVERAGE:** The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverage's required by law for the benefit of employees.

**GENREAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE:** The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**GENERAL LIABILITY COVERAGE – OCCURRENCE FORM REQUIRED:** Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**BUSINESS AUTO LIABILITY COVERAGE:** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**EXCESS OR UMBRELLA LIABILITY COVERAGE:** Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence minimum limit.

### **PART III – SCOPE OF SERVICES**

The services sought are the construction engineering and inspection of the construction of sidewalk around Altha Public School. The included areas are as follows: Evans Street from Smith Street to Look and Tremble Road, South Fuqua Circle from Smith Street to Look and Tremble Road, Look and Tremble Road from SR-71 to South Fuqua Circle, Chipola Road from SR-71 to South Fuqua Circle.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily



operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the County and direct the Contractor to correct such observed discrepancies.

#### **PERSONNEL REQUIREMENTS:**

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also, must have the following:

#### **QUALIFICATIONS:**

Attend the CTQP Quality Control Manager course and pass the examination.

#### **CERTIFICATIONS:**

FDOT Advanced MOT

#### **OTHER:**

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

#### **QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Final Estimates Level I

#### **CERTIFICATIONS:**

FDOT Intermediate MOT

Nuclear Radiation Safety

#### **THE RESPONSIBILITIES OF THE CONSULTANT ON THIS PROJECT ARE:**

- **Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, FDOT (herein referred to as the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide the Contractor a list of all forms and reports due, when they should be submitted and to whom.

- **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with the Department personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commissioner meetings as necessary.
- **Project Administration:** Provide project administration and coordinate with the assigned Department Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County Department Project Engineer a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Department Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
- **Supplemental Agreements/Construction Change, Force Account, VECP:** Notify the Department Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Department Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the Department Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the Board of County Commissioners for their approval.
- **Shop Drawings:** Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

**Reporting:** It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) for this project are met. This shall include but not be limited to DBE reporting and LAPIT reporting. The firm shall ensure that all reporting required for 100% reimbursement to the county is properly completed and submit according to FHWA and FDOT guidelines.

**Quality Assurance, Testing for Acceptance and Training:** Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective materials or work as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the County and Department. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.

- **Progress Payments:** The Consultant will document accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. Department Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.
- **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted by the Consultant to the Department Project Engineer for processing.
- **Distribution of Correspondence:** A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.

- **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the County or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation and average temperatures. A total rain day schedule should be kept.
- Any other details that may be important later in the project life

- **Contractor's Payrolls, Employee Interviews and Contract Compliance (EEO):** Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the Department Project Engineer prior to withholding payments. Conduct employee interviews on the forms approved by FDOT and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance Office.

- **Reports:** There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.

- **Final Reports:** Submit a compilation of project records to the County and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.

- **Project Claims:** Prepare documentation and assist in the defense of the County and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

- **Project Certification:** Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the County.

All questions concerning this project must be in writing and can be sent to Chelsea Ranew by mail at 20859 Central Avenue East, Room G-40, Blountstown, FL 32424 or by email at [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com). No verbal questions will be addressed. The deadline for receiving questions is September 13, 2019.

#### **PART IV – EVALUATION OF PROPOSALS**

**EVLUATION METHOD AND CRITERIA:** All proposals will be subject to review and an evaluation process. All proposers responding to the RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFP, 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 Calhoun County Board of County Commissioners acting as the selection committee and evaluated based on the format and content outlined in this proposal as follow:

<b>EVALUATION CRITERIA</b>	<b>POI</b>
EEO Capabilities	<b>30</b>
Ability of Personnel	<b>25</b>
Experience of the Firm & References	<b>30</b>
Availability of Workload & Willingness to meet time requirement	<b>15</b>
<b>TOTAL</b>	<b>100</b>

**SELECTION:** The Calhoun County Board of County Commissioners acting as the selection committee and will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. In the event of a tie, the Selection Committee will appoint an alternate scorer as a tie breaker.

The County shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by posting on the Clerk’s website. 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.”

**Schedule:**        **The anticipated schedule for this project is as follows:**

Proposal Advertised and Issued Initially	August 28, 2019
Proposal Due Date	September 17, 2019
Calhoun County Board of Commissioners to award contingent upon negotiations	September 24, 2019
Submittal to FDOT for Approval	September 25, 2019
Contract Price Negotiations	September 27, 2019
Issue Notice to Proceed	October 15, 2019
Estimated Completion Date	January 31, 2020

## **PART V SAMPLE CONTRACT**

### **AGREEMENT FOR CEI SERVICES FOR CALHOUN COUNTY LOCAL AGENCY PROGRAM CONTRACTS**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_, hereinafter referred to as “Engineer”, and **CALHOUN COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 20859 Central Avenue East, Room 130, Blountstown, FL 32424, hereinafter referred to as “County”.

#### **RECITALS**

**WHEREAS**, the Engineer is a Florida licensed professional engineer properly registered in the State of Florida and FDOT pre-qualified to perform the following Work Type: 10.1 (Roadway CEI) as requested in the County’s request for proposal incorporated herein by reference; and

**WHEREAS**, the County desires to retain the services of the Engineer to accomplish the Scope of Work described herein Exhibit A, attached hereto and incorporated by reference; and

**WHEREAS**, the Engineer will be an independent contractor but paid on an hourly basis for the services rendered to the County. No benefits will be provided to the Engineer and no payroll or other taxes withheld as the Engineer is an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. The foregoing recitals are true and correct
2. County and Engineer agree to comply with all applicable Federal provisions applying to all agreements in which it is indicated that the services involve the expenditure of federal funds as described in Exhibit C, Federal Aid Terms, attached hereto and incorporated herein by reference.
3. The County’s responsibilities in connection with the work are as follows:
  - a) Provide to the Engineer available information, reports and other data in possession of or available to the County to assist Engineer in performing tasks herein described; and
  - b) Designate a person to act as County’s representative with respect to the work to be performed under the agreement; and
  - c) Upon proper billing to the County, pay Engineer the agreed fixed price fees as per Exhibit A attached hereto and incorporated herein by reference for services performed. The parties acknowledge no additional benefits will be provided by the County to the Engineer, and Engineer shall be responsible for all payroll tax and other withholdings as to Engineer and/or Engineer’s employees or representatives.
  - d) The County shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public

Records Act in accordance with Florida Statutes Act in accordance with Florida Statutes Chapter 119.

- e) The County shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by posting on the Clerk's website. 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."

4. The responsibilities of the Engineer in connection with the work are as follows:

- a) Engineer shall be an independent contractor and not an employee of the County;
- b) Engineer shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be reimbursed at a rate or fixed price fee negotiated at such time;
- c) Engineer shall perform all the work and services described herein and shall not be authorized to subcontract any of the work without prior written authorization from the County;
- d) During the term of this Agreement, Engineer will maintain status as properly licensed engineer in the State of Florida;
- e) Engineer will maintain during the term of this agreement the following insurance coverage:
  - Comprehensive General Liability for a minimum limit of \$1,000,000 per occurrence on an occurrence policy form and property damage liability for a limit of \$1,000,000 per occurrence
  - Professional liability for \$1,000,000
  - Comprehensive Auto Liability for a minimum limit of \$1,000,000 per occurrence
  - Worker's compensation coverage in the statutory amounts for the prime firm and each partner or sub-consultant firm; and
- f) No officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of this contract has been convicted of a public entity crime subsequent to July 1, 1989.
- g) Engineer certifies that there is no present conflict of interest and has no knowledge of any conflict of interest that the firm may have, and that they will recuse themselves from any capacity of decision making, approval, disapproval, or recommendation on any contract if there is a conflict of interest or potential conflict of interest.

h) EMPLOYMENT ELIGIBILITY VERIFICATION

Engineer shall utilize the U.S. Department of Homeland Security's E-verify system to confirm the employment eligibility for all persons employed by Engineer during the term of this Agreement to perform employment duties within Florida and all persons, including sub-consultants, assigned by Engineer to perform work pursuant to this Agreement

5. Engineer shall prepare and submit to the County for approval monthly invoices for the services rendered under this Agreement. The invoice shall show a summary of fees with an accrual of the total fees billed and credit for portions already paid. All invoices submitted shall be based on direct labor hours at specified fixed hourly rates. Specific rates of compensation and eligible costs are outlined in Exhibit B of this agreement. This agreement is subject to a maximum amount of \_\_\_\_\_ and the Engineer shall not exceed without proper approval and executed amendment. A determination of allowable costs in accordance with Federal cost principles will be performed for services rendered under this contract.
6. The following documents must be submitted with proposal package and agreement:
  - a. APPDENDIX I: FEDERAL REQUIRMENETS, FORMS & CERTIFICATIONS FOR LOCAL AGENCY CONTRACTS
  - b. PUBLIC ENTINTY CRIMES STATEMENT
  - c. PUBLIC ACCESS TO PUBLIC RECORDS
  - d. DRUG FREE WORK PLACE CERTIFICATION
  - e. E-VERIFY CERTIFICATION
  - f. TRUTH IN NEGOTATION CERTIFICATION
  - g. CONFLICT OF INTEREST CERTIFICATION
  - h. CERTIFICATION REGARDING DEBARMENT
  - i. CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
  - j. PROFESSIONAL SERVICES DBE OR SMALL BUSINESS COMMITMENT FORM
7. Engineer shall provide the County with the original and minimum of one (1) additional documents, reports and date summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and hall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of the Engineer and without further compensation to the Engineer.
8. The Engineer shall maintain books, records documents and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Engineer's offices for the purpose of inspection, audit and

copying during normal business hours by the County, FDOT, FHWA, or any of its authorized representatives. Such record shall be retained for a minimum of five (5) years after the completion of services.

9. Engineer shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the Engineer: a) Keep and maintain records; b) Provide the public with access to public records on the same terms and conditions that the public agency would provide records; c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
10. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Engineer of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Engineer shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.
11. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the County 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 contractor or consultant and persons employed or utilized by the contractor or 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 County's sovereign immunity.
12. Engineer, at their own expense, indemnifies, defends and holds harmless the County against any and all claims arising out of or relating to personal injury (including death), or property damage which is caused by any negligent or willful act, error or omission of Engineer, their employees or subcontractors.
13. This Agreement is effective from the date it is signed by both parties and will remain in effect until January 31, 2019 provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the breach. Either party may cancel the Agreement upon thirty (30) days prior to written notice to the other party without cause.
14. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Calhoun County, Florida shall be the sole and exclusive venue for any legal action between the parties. In the event of a breach in this Agreement the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees. Should the Engineer default, it shall reimburse the County for any delay damages or additional costs to complete the project. Any dispute between the parties shall be resolved without the aid of jury (by a non-jury



trial) by a judge of the 14<sup>th</sup> Judicial Circuit sitting in Calhoun County Florida, applying Florida law without giving effect to any choice of law provisions.

15. Within sixty (60) days of the end of the contract, the County will evaluate the Engineer's performance. This evaluation will become public record.
16. Calhoun County is a public agency subject to Chapter 119, Florida Statutes and entitled to protection under Florida Statute 768.28.

Effective July 1, 2013, the Florida Legislature enacted §119.0701. This statute requires that all contractors who provide governmental services shall comply with Florida's public record laws with respect to services performed on behalf of Calhoun County. Specifically, the statute requires that contractors:

Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.

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

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

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to Calhoun County.

**IN WITNESS WHEREOF**, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

**CALHOUN COUNTY, FLORIDA**

By: \_\_\_\_\_

Gene Bailey, Chairman

**ATTEST:** \_\_\_\_\_

Clerk of Court

**(SEAL)**

## **Exhibit A**

### **Scope of Services**

The services sought are the construction engineering and inspection of the construction of sidewalk around Altha Public School. The included areas are as follows: Evans Street from Smith Street to Look and Tremble Road, South Fuqua Circle from Smith Street to Look and Tremble Road, Look and Tremble Road from SR-71 to South Fuqua Circle, Chipola Road from SR-71 to South Fuqua Circle.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the County and direct the Contractor to correct such observed discrepancies.

### **PERSONNEL REQUIREMENTS:**

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also, must have the following:

#### **QUALIFICATIONS:**

Attend the CTQP Quality Control Manager course and pass the examination.

#### **CERTIFICATIONS:**

FDOT Advanced MOT

#### **OTHER:**

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction

project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Final Estimates Level I

**CERTIFICATIONS:**

FDOT Intermediate MOT  
Nuclear Radiation Safety

**THE RESPONSIBILITIES OF THE CONSULTANT ON THIS PROJECT ARE:**

- **Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, FDOT (herein referred to as the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide the Contractor a list of all forms and reports due, when they should be submitted and to whom.
- **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with the Department personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commissioner meetings as necessary.
- **Project Administration:** Provide project administration and coordinate with the assigned Department Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to

review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County Department Project Engineer a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Department Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

- **Supplemental Agreements/Construction Change, Force Account, VECP:** Notify the Department Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Department Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the Department Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the Board of County Commissioners for their approval.
- **Shop Drawings:** Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
- **Reporting:** It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) for this project are met. This shall include but not be limited to DBE reporting and LAPIT reporting. The firm shall ensure that all reporting required for 100% reimbursement to the county is properly completed and submit according to FHWA and FDOT guidelines.
- **Quality Assurance, Testing for Acceptance and Training:** Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective materials or work as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the County and Department. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.
- **Progress Payments:** The Consultant will document accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. Department Project Engineer

must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

- **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted by the Consultant to the Department Project Engineer for processing.
- **Distribution of Correspondence:** A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.
- **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the County or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - A record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, estimated amount of precipitation and average temperatures. A total rain day schedule should be kept.
  - Any other details that may be important later in the project life
- **Contractor's Payrolls, Employee Interviews and Contract Compliance (EEO):** Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the Department Project Engineer prior to withholding payments. Conduct employee interviews on the forms approved by FDOT and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance Office.

- **Reports:** There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.
- **Final Reports:** Submit a compilation of project records to the County and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.
- **Project Claims:** Prepare documentation and assist in the defense of the County and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
- **Project Certification:** Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the County.

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

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 1 of 3

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

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



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

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 2 of 3

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

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

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

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

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

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 3 of 3

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.

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

**(To be signed in the presence of a notary public or other officer authorized to administer oaths.)**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

- 1. The business address of \_\_\_\_\_  
(name of bidder or contractor)  
  
is \_\_\_\_\_.
- 2. My relationship to \_\_\_\_\_  
(name of bidder or contractor)  
  
is \_\_\_\_\_  
(relationship such as sole proprietor, partner, president, vice president, etc.)
- 3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of \_\_\_\_\_ and county of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

(affix seal)

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

**PUBLIC RECORDS FORM**

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: \_\_\_\_\_

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

375-040-18  
PROCUREMENT  
03/17

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

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

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

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

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

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

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

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

☐ YES

☐ NO

NAME OF BUSINESS: \_\_\_\_\_

**E-VERIFY**

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

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

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

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

\_\_\_\_\_  
Name of Consultant

By:\_\_\_\_\_

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-030-50  
PROCUREMENT  
OGC - 02/16

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

Advertisement No.	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date



Advertisement No.	Description	Financial Project Number(s)

[illegible]

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

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

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____  Congressional District, <i>if known</i> : 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, <i>if known</i> :	
<b>6. Federal Department/Agency:</b> _____ _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ _____  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> 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): _____	
<b>Federal Use Only:</b>		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.

**PROFESSIONAL SERVICES DBE OR SMALL BUSINESS COMMITMENT FORM**

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal.

Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

<b>Contract/Advertisement No.:</b>	
<b>Project Description:</b>	
<b>Prime Consultant:</b>	

Expected percentage of contract fees to be utilized by DBE(s): \_\_\_\_%. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses \_\_\_\_%. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors are as follows:

Prime (If applicable)	Type of Work	Percentage	DBE	Non-DBE	Small Business
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subconsultant/Subvendor (If applicable)	Type of Work	Percentage			
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

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

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

Professional Services firms listed as "Non-DBE" Small Businesses 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](http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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