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| <p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p> |  <p align="center">REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT</p> |
| <p>Bid Writer: Latonya Hubbard, 772-467- 3102</p> | <p>RFQ No: 2024-026</p> |
| <p>Pre-Qualification Conference Time & Date: N/A</p> | <p>RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES</p> |
| <p>Pre-Qualification Conference Location: N/A</p> | <p>RFQ Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p> |
| <p>RFQ Due Date & Time: 3:00 PM, MONDAY, MAY 20, 2024</p> | <p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p> |
| <p>Proposer Name: ----- Mailing Address: ----- ----- ----- -----</p> | <p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X _____ Authorized Signature (Manual)</p> |
| <p>City, State, Zip Code:</p> | <p>Typed or Printed Name:</p> |
| <p>Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____</p> | <p>Title:</p> |
| <p>Incorporated in the State of: _____ Year: _____</p> | <p>Delivery in _____ days, ARO</p> |
| <p>Phone Number:</p> | <p>Payment Terms: Net 30 Days</p> |
| <p>Fax Number:</p> | <p>FEIN or SS Number:</p> |
| <p>E-Mail Address:</p> | <p>Local Business: ___Y ___N MWBE: ___Y ___N</p> |
| <p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p> | <p>If returning as a "No Bid" state reason:</p> |
| <p align="center">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p> | |

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder’s name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.cityoffortpierce.com> and <https://www.demandstar.com>

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Compensation due to ENGINEER shall be in accordance with paragraph 5. COMPENSATION of the Agreement or for each "Specific Authorization" for Additional Services, plus reasonable reimbursable expenses specifically including, but not limited to, the following:

1. Reproduction, printed documents and drawings at standard rates.
2. Postage/Federal Express
3. Miscellaneous out-of-pocket expenses.

Progress payments shall be due and payable monthly in proportion to the percentage of engineering work approved and accepted by the CITY in writing.

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on **Page 12**. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested an RFP directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive RFP packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received an RFP package from the City Purchasing Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposers responsibility to contact the City in the

event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Qualifications shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non- infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified Section II Required Limits of Insurance. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency.2-439 of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the CITY with:

- (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) The original of the policy(ies); or
- (c) Other evidence satisfactory to the CITY.

Until such insurance is no longer required by this Contract, CONSULTANT shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent CONSULTANT is permitted to and elects to sub-contract any of the work performed under this Contract, CONSULTANT will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: Statutory
- Part Two: \$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the CITY,

and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury |
| \$1,000,000 | Each Occurrence |

CONSULTANT shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim
\$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain CONSULTANT'S Pollution Liability coverage. Such insurance shall cover CONSULTANT for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, the Fort Pierce Redevelopment Agency, and their respective officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Loss
\$2,000,000 Annual Aggregate

General Conditions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by the CITY or the Fort Pierce Redevelopment Agency. Any insurance or self-insurance maintained by the CITY or the Fort Pierce Redevelopment Agency shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by

the CITY prior to being used to satisfy any of the insurance requirements contained herein. CONSULTANT shall pay on behalf of the CITY or the Fort Pierce Redevelopment Agency, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY or the Fort Pierce Redevelopment Agency, or their respective officials, officers, and employees.

All policies of insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce, the Fort Pierce Redevelopment Agency, and their respective members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the CITY or the Fort Pierce Redevelopment Agency by the insurance provided by CONSULTANT or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to the CITY under this Agreement or otherwise.

All insurance policies provided by the CONSULTANT shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

Additional Insured for General Liability

City of Fort Pierce the Fort Pierce Redevelopment Agency, and their respective officials, officers, and employees

Certificates of Insurance must be completed as follows:

Certificate Holder

**City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480**

Additional Insured

City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **QUALIFICATION OPENING**

Qualifications are due on or before **3:00 PM, Monday, May 20, 2024.**

2. **SUBMISSIONS OF PROPOSALS**

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2 above. To be considered, **submission** must be received and accepted in the Purchasing Division before the **solicitation** closing date and time.

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480**

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce, (Bid Postings • Bid cityoffortpierce.com)

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO
Selena Griffett
Project Engineer
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3780
Email: sgriffett@cityoffortpierce.com

COPY TO
LaTonya Hubbard
Purchasing Agent
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than **5:00PM, Friday, May 7, 2023.**

4. TERM OF CONTRACT

The term of this agreement shall be five (5) years and shall be in accordance with FS Section 287.055 (2)(g) "Continuing Contract".

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with Section II Required Limits of Insurance.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms.**

9. **RESERVED RIGHTS**

- 9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.
- 9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.
- 9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
- 9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.
- 9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

- 10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.
- 10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.
- 10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement:
- 10.4. The successful proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 10.5. Performance of Contract Holder
It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

- 11.1. City of Fort Pierce Ordinances
- 11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier (clarify this paragraph)

12. INVOICING

Invoicing and Payment shall be in accordance with paragraph 5. COMPENSATION of the Agreement.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract; I shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of 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.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

- a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

- b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 THIS DOES NOT APPLY TO FEDERALLY FUNDED PROJECTS. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: 15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

- 15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.
- 15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

SECTION IV

STATEMENT OF WORK

1. **PURPOSE**

The City of Fort Pierce is accepting qualification statements from Construction Engineering and Inspection firms to perform services for the City's Capital Improvement Program, Emergency Construction Services, and FDOT and Federally funded construction projects. The selection procedure will be in accordance with Florida Statute 287.055 as amended. A minimum of three (3) firms will be selected to provide services on a project-by-project basis. Selection for continuing professional services does not guarantee assignment to any project or any services. The City of Ft. Pierce retains the right to negotiate with any firm on any project, whether or not the firm is one with which we have a present contract. Definition of specific services, selection criteria and project assignment methodology are included in the Scope of Services Attachment A.

2. **GENERAL SCOPE OF SERVICES**

The detailed scope of services is included in Attachment A but generally include: Construction Contract Administration, Construction Engineering and Inspection

SERVICES

Services must comply with FAC 14-75.003 and FDOT requirements. Services for all projects may include, but not limited to, the following types of work:

CONSTRUCTION SERVICES

Construction services for all projects may include conducting and/or attending preconstruction meetings, review of shop drawings, preparation of change orders, construction contract administration, and construction engineering and inspection services. The City of Ft. Pierce may provide field inspection during construction. Construction services for FDOT funded projects must follow FDOT guidelines. Some additional engineering services may be required during the course of construction.

3. **PROJECT ASSIGNMENT**

Consultant(s) selected for these projects will be utilized on an as needed basis depending on needs of City and available funding.

Each project will require the selected consultant(s) begin contract negotiations for the specific project within ten (10) calendar days after first being notified by the City. The City shall negotiate the Specific Authorization with the selected consultants as determined by the City as fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the consultant at a price the City determines to be fair, competitive and reasonable, negotiations with that consultant will terminate and the City will undertake contract negotiations with the next consultant. Negotiations will continue with consultants until a fair, competitive and reasonable contract price is agreed.

Approval of the project scope, services and fees may require action by the Fort Pierce City Commission prior to the authorization to proceed.

The consultant will be required to commence work within fourteen (14) calendar days after authorization to proceed. If the consultant fails to commence work within the fourteen (14) days without reasonable cause, the City of Ft. Pierce will have the right to seek another consultant to work on the project and move the consultant delaying the commencement of the project to the bottom of consultant list. The City of Ft. Pierce shall have the right to terminate any contract if the consultant fails to commence work on any project or fails to perform in a timely and efficient manner.

4. CONSULTANTS LIABILITY

Nothing contained herein or in the agreement for professional engineering services dated, or in any agreements with contractors, shall be deemed to excuse the engineer from responsibility to the owner for defects in the plans or where the engineers (consultants) are observing or inspecting the work, from defective work or materials about which they knew or should have known, and as to which they failed to advise the owner in writing.

5. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a evaluation committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the evaluation committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

5.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following: The City of Ft. Pierce will use an in-house evaluation team that will rate and select consultants. Interviews and presentations may be scheduled.

5.2 EVALUATION SCORING

An Evaluation Committee will review and evaluate the submittals. The City's evaluation criteria will include, but shall not be limited to the following:

| CATEGORY TITLE | CATEGORY DESCRIPTION | POINTS |
|--|---|------------|
| Firms Qualifications/Experience | Includes information about the Proposer, their size, activities, and expertise with similar programs, and experience, qualifications and technical competence of Project Management and inspection staff. | 40 |
| Scope of Work/Ability to meet set standards | Provides clear and concise understand of services essential to this contract | 30 |
| Past Projects/References | Provides past experience of similar contracts or projects | 15 |
| Project Approach | Project Implementation Strategy | 10 |
| Compliance with RFQ Instructions | Firms proposal complied with instruction issued in the RFQ, clarity, readability, presentation of the submittal package. | 5 |
| TOTAL | | 100 |

5.3 EVALUATION METHODOLOGY

The Evaluation Committee shall be responsible for short-listing the most qualified firms. The Evaluation Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Evaluation Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

6. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

7. SELECTION CRITERIA

Engineering firms desiring to be considered for a contract to perform services for and on the behalf of the City of Fort Pierce must provide information and documentation for each of the following:

The Consultant shall meet FDOT prequalification requirements as detailed in Florida Administrative Code:

14-75.003 Minimum Technical Qualifications Standards by Type of Work (see Exhibit C)

Group 10: CEI

The CONSULTANT shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

The CONSULTANT shall utilize only competent personnel, qualified by experience, and education. Submit the names of personnel proposed for assignment to the project, including a detailed resume for each containing a minimum education, and experience.

Personnel identified in the Consultant technical proposal are to be

assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Minimum qualifications for the Consultant personnel are as set forth in Florida Administrative Code 14-75.003 Minimum Technical Qualification Standards by Type of Work. Exceptions to these minimum qualifications will be considered on an individual basis. The City Engineer or designee will have the final approval authority on such exceptions.

8. LIMITATION.

This request for qualifications does not commit the City of Ft. Pierce to award a contract, or to pay any costs incurred in the preparation of the same. The City of Ft. Pierce reserves the right to negotiate with all qualified sources, and to cancel, in part or in its entirety this request for qualifications, if it is in the best interest of The City. The City of Ft. Pierce shall require the selected consultant(s) to participate in negotiations and to submit technical or other revisions to their proposals as may result from negotiations.

9. CONTRACT COMPLETENESS.

The City of Ft. Pierce may select consultants based solely upon the qualifications received without discussions with the consultant who prepared the proposal. Each request should, therefore, be as clear and self-explanatory as possible. The City of Ft. Pierce reserves the right to request additional data in support of written qualifications and will be seeking the most favorable terms from a technical and staffing viewpoint.

10. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

11. PROTEST

Any proposer who is adversely affected by the requirements contained in this RFP or an intended decision, shall contact the Purchasing Manager for additional information on filing a formal protest.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: CONSULTANT ACKNOWLEDGEMENT

Provide the Request for Qualifications cover page (page 1) completed and signed.

TAB 2: LETTER OF TRANSMITTAL:

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

TAB 3: PROPOSED PROJECT TEAM FIRMS:

For each consultant/discipline

- 3.1 Name of Consultant
- 3.2 Florida State License Number (Department of Professional Regulation)
Copy of Corporate Charter Number, if a corporation, as issued by the
Division of Corporations, Department of State.
Department of State.

TAB 4: SPECIFIC RELATED EXPERIENCE OF THE FIRM

List projects completed and/ or held, specific and comparable, to this project. Indicate: (Limit one (1) page per project; maximum of five (5) projects within the last five (5) years.

- 4.1 Client Name, contact person and title, telephone number and email
- 4.2 Description of the project including project starting and ending dates.
- 4.3 Principal/Project Manager in Charge
- 4.4 Whether your firm was the primary or subcontractor
- 4.5 Change orders issued with explanation of same.

TAB 5 - KEY PROPOSED PROJECT TEAM PERSONNEL:

Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/certificates and training. Include resumes for all key proposed project team personnel.

Include firms overall experience specific to this Request for Qualifications.

TAB 6 - PROJECT TEAM STAFFING EXPERIENCE:

For each proposed team member, list projects comparable and specific to this project. Indicate:

- 6.1 Position; Principal in Charge, Project Manager, various team positions
- 6.2 Client Name, contact person and title, telephone number and email
- 6.3 Project Description, including project starting and ending dates.
- 6.4 Construction cost
- 6.5 Whether your firm was the primary or subcontractor
- 6.6 Change orders and the reasons why they were issued

TAB 7 - ATTACHMENTS:

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

7.1 NOTE: FOR THE APPLICANT FIRM ONLY:

7.1.1 Attach a copy of the current Florida Department of Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab 3.

7.1.2 Submit your State of Florida proof of incorporation

7.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

7.2 REFERENCES

Submit completed Project Specific Reference form

(Attachment "E") for projects that are listed in Tabs 4 and 6. References must be for specific/similar projects, a minimum of three (3) references are required.

References are to be included under Tab 7.

SECTION VI REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)

The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 5 – E-Verify Affidavit

Consultants: Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of 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

Form No. 6 – References

As per Tab No. 7, page 26

Form No. 7 – W-9 Taxpayer Identification Number

This form shall be complete and returned with your submittal.



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

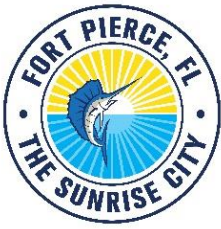
(Name of Business)

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 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 proposed 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 five (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 employees 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.

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

Proposer's Signature

Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____
day of , _____ 2024.

Notary Public

My Commission expires: (Seal)



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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by _____
(Print individual's name and title)
for _____
whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

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

(Signature)

(Date)

STATE OF _____

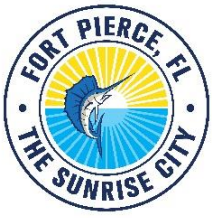
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this
day _____ of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____



E-VERIFY AFFIRMATION STATEMENT

Description: Construction Engineering and Inspection Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

- (a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and
- (b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and
- (c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and
- (d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization this ___ day of _____, 20___ by _____, who is

personally known or produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____



CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

| |
|--|
| Respondent Name: _____ |
| Respondent's Authorized Representative Name and Title: _____ |
| _____ |
| Address: _____ |
| City: _____ State: _____ Zip: _____ |
| Phone Number: _____ Respondent FEIN: _____ |
| Email Address: _____ |

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.



REFERENCES

RFQ NO. 2024-026

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

| | |
|------------------------------------|--|
| | |
| Contact Person & Title | |
| Email Address | |
| Phone No. | |
| Company Name | |
| Mailing Address | |
| City, State, Zip | |
| Type of commercial work contracted | |
| | |
| Contact Person & Title | |
| Email Address | |
| Phone No. | |
| Company Name | |
| Mailing Address | |
| City, State, Zip | |
| Type of commercial work contracted | |
| | |
| Contact Person & Title | |
| Email Address | |
| Phone No. | |
| Company Name | |
| Mailing Address | |
| City, State, Zip | |
| Type of commercial work contracted | |

**Request for Taxpayer
Identification Number and Certification**

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

**Print or type
See Specific Instructions on page 2.**

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

| |
|---|
| Social security number : : : |
| OR |
| Employer identification number : : : |

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check “Yes” or “No” to each of the following:

| | YES | NO |
|---|-----|----|
| Is Request for Qualifications cover page (page 1) completed, signed and attached? | | |
| Include proof of proper insurance as stated in bid documents. | | |
| Are all of the Required forms complete and included? | | |
| Is each Addendum (when issued) signed and included? | | |
| Have you checked your proposal for proper organization, tabs are correct? | | |
| Are you in compliance with the page limitations? | | |
| Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive. | | |
| Did you submit your proposal electronically? | | |
| Have you made sure your corporate address matches your Sunbiz information ? | | |
| Are you registered on Demandstar to received addendums | | |
| Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable? | | |

PLEASE SIGN AND RETURN WITH BID _____

ATTACHMENT A

PROFESSIONAL ENGINEERING SERVICES CONSTRUCTION ENGINEERING AND INSPECTION DRAFT AGREEMENT

RFQ NO. 2024-026



Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
P.O. Box 1480
Ft. Pierce, FL 34954
(772) 467-3773

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AGREEMENT

This is an **AGREEMENT** for PROFESSIONAL SERVICES made and entered into between The City of Ft. Pierce, Florida hereinafter designated as “CITY” and _____ hereinafter designated as “ENGINEER”, with an office located at _____, the parties agree to professional engineering services and conditions hereinafter stated.

WITNESSETH:

WHEREAS, The OWNER periodically requires PROFESSIONAL ENGINEERING SERVICES, which may be assigned but not limited to the following area consisting of Construction Contract Administration and Construction Engineering and Inspection.

WHEREAS, pursuant to Chapter 287.055 Florida Statutes, and the applicable procurement policies and procedures of the OWNER, the owner has qualified the ENGINEER to provide some or all of said professional engineering services; and

WHEREAS, the ENGINEER, is willing and able to perform such professional engineering services for the OWNER within the basic terms and conditions hereinafter set forth; and

WHEREAS, the *purpose* of this AGREEMENT is to set forth certain terms and conditions which shall govern and shall be incorporated into subsequent “Professional Services Contract” for Construction Engineering and Inspection Services as described in the Request for Proposal Documents.

NOW, THEREFORE, in consideration of their mutual covenants as set forth herein, OWNER and ENGINEER agree to the following Terms and Conditions as set forth in Sections 1 through 24 hereof.

SECTION 1

BASIC SERVICES OF ENGINEER

1.1. ENGINEERING DOCUMENTS

1.1.1. ENGINEER shall provide for OWNER Professional Engineering to include but not limited to, providing professional engineering consultation and advice, and furnishing professional engineering services in accordance with Basic Services of Engineer included hereto, and listed below. Said services are customarily rendered in phases as set forth in this Section:

1.1.2. ENGINEER shall provide the following deliverables to CITY:

As described as in Attachment B Scope of Services.

SECTION 2

CITY'S RESPONSIBILITIES

CITY shall do the following in a timely manner so as not to delay the services of ENGINEER:

2.1. Provide all criteria and full information as to CITY's requirements for the Project,

2.2. Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.

2.4 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

2.5. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of the AGREEMENT or other services as required.

SECTION 3

CITY'S DESIGNATED REPRESENTATIVE

3.1. It is understood and agreed that the CITY designates the City Engineer or his assigned representative to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

3.2. The authority of the representative shall include, but not be limited to, the following:

3.2.1. Examination of all reports sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the ENGINEER and approval of Contractor's applications for payment.

3.2.2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

3.2.3 Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

SECTION 4

STANDARDS OF PERFORMANCE

4.1 ENGINEER represents to the CITY that the services to be performed under this AGREEMENT shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in ENGINEERS' trade in general and that ENGINEER shall conform to this AGREEMENT.

4.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4.3 ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY, State, and Federal regulations. ENGINEER shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

4.4 Correction of Mistakes. ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER'S obligation for this project and shall correct, at ENGINEER'S expense, all errors or omissions therein which may be disclosed. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER'S work shall in no way relieve ENGINEER of any of its responsibilities.

SECTION 5

COMPENSATION

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order. Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Agreement shall minimally meet the following conditions to be considered as a valid payment request:

1. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Agreement or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.
2. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified in the Agreement or purchase order document.
3. The invoice shall contain the Proposer’s Federal Employer Identification Number (F.E.I.N.).

5.2 Invoicing and Payment shall be in accordance with F.S. 218.735.

5.3 A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

SECTION 6

INSURANCE

6.1 ENGINEER shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

6.2 ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein ENGINEER shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, ENGINEER shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

6.3 WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two:

| | |
|-------------|-------------------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Disease - Policy Limit |
| \$1,000,000 | Disease - Each Employee |

6.4 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury |
| \$1,000,000 | Each Occurrence |

6.5 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired

autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

6.6 Professional Liability Insurance

Such insurance shall be on a form acceptable to CITY and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

6.7 The insurance provided by ENGINEER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by ENGINEER. Except as otherwise specified, no deductible or self-insured retention is permitted.

6.8 Compliance with these insurance requirements shall not limit the liability of ENGINEER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the Council under this Agreement or otherwise.

6.9 Neither approval nor failure to disapprove insurance furnished by ENGINEER shall relieve ENGINEER from responsibility to provide insurance as required by this Agreement.

6.10 ENGINEER shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

6.11 ENGINEER'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another consultant or consultants, without CITY'S incurring any liability to ENGINEER.

6.12 At its sole discretion, CITY may obtain or renew ENGINEER'S insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due ENGINEER from CITY.

6.13 The ENGINEER shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

SECTION 7

INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONSULTANT hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless, the CITY and the Florida Department of Transportation (DEPARTMENT) and their officials, officers and employees from and against any and all liability, claims, actions, damages, or losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in CONSULTANT'S performance of this Contract.

CONSULTANT'S obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

The foregoing indemnification shall not constitute a waiver of the DEPARTMENT'S or CITY'S sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its

officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

SECTION 8

STATUS OF CLAIM

The ENGINEER shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the ENGINEER resulting from services performed under this AGREEMENT. The ENGINEER shall send notice of claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Ft. Pierce Risk Manager
P.O. Box 1480
Fort Pierce, Florida 34954-1480

Selena Griffett, PE
Project Engineer
P.O. Box 1480
Fort Pierce, Florida 34954-1480

SECTION 9

NEGOTIATION DATA

9.1. The ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation provided are accurate, complete and current as of the date of negotiation. It is also agreed that said unit costs provided in each hereof shall be adjusted to exclude any significant sums where the CITY shall determine the contract price was increased due to inaccurate, incomplete and non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by the CITY, in writing, whichever is later. Records of costs incurred under terms of this contract and each it shall be maintained by the ENGINEER and made available to the CITY during the period of this AGREEMENT and for one (1) year after final payment is made. Copies of documents and records shall be furnished to the CITY.

SECTION 10

OWNERSHIP OF DOCUMENTS

10.1. Except as otherwise provided herein, engineering documents, drawings, databases and specifications prepared by ENGINEER as part of the services shall become the property of the CITY, provided, that ENGINEER shall have the right to their use with approval of the CITY. ENGINEER shall retain its rights in its

standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the ENGINEER.

10.2. The ENGINEER shall not be liable for any use by the CITY of said documents or data if modified in any manner without written approval of the ENGINEER. The CITY shall not use the ENGINEER's drawings on any project other than the PROJECT unless the CITY notifies the ENGINEER of its intended use, provides insurance protection for the ENGINEER for all claims which might arise out of the CITY's use of the documents, and obtains written consent to the use by the ENGINEER.

SECTION 11

WORK COMMENCEMENT/PROGRESS/DELAYS

11.1. The services to be rendered by the Engineer shall be commenced subsequent to the execution of the AGREEMENT and upon written Notice to Proceed from the City Engineer. Services will be completed and submitted to the CITY as specified by the AGREEMENT, Basic Services of Engineer and a Schedule of Performance required hereto.

11.2. The ENGINEER agrees to provide a schedule for performance of the contracted services, with milestones for significant elements as agreed by the City Engineer, upon receipt of Notice to Proceed and, thereafter to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the ENGINEER and of the details thereof.

11.3. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the ENGINEER which delay the Project Schedule completion date, the CITY shall grant to the ENGINEER, in writing, an extension of the contract time equal to the aforementioned delays. If the ENGINEER claims an extension pursuant to this provision, same must claim within ten days of the alleged delay and ENGINEER must furnish appropriate documentation.

11.4. The ENGINEER shall maintain an adequate and competent staff of professional engineers, technicians and support staff personnel within the State of Florida and may associate with other qualified firms for the purpose of rendering services hereunder without cost to the CITY and upon approval by the CITY. The ENGINEER, however, shall not sublet, assign or transfer any work under this AGREEMENT without the prior written consent of the CITY.

SECTION 12

TIME IS OF THE ESSENCE

12.1 Time is of the essence in the completion of tasks and services as specified herein. ENGINEER and CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

12.2 ENGINEER agrees, as liquidated damages, and not penalty, that CITY shall have the right to deduct or retain sums for such liquidated damages from the ENGINEERS invoice for services, if ENGINEER is behind schedule and the tasks and services are not completed within the deadline for transmittal to Federal and State Granting agencies under this agreement. ENGINEER and CITY agree that liquidated damages to the CITY shall be in the amount of for each and every calendar day the tasks and services are delayed beyond the time provided for herein.

12.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the ENGINEER any amounts paid by the CITY for damages suffered to third parties as a result of ENGINEER'S failure to complete the tasks and services by the agreed upon completion date.

12.4 Liquidated damages are cumulative and additive and represent a reasonable estimate of CITY's expenses for extended delays and administrative costs associated with such delay. In addition to the liquidated damage amounts, there will be additional amounts charged to for all delay damages incurred by CITY as a result of avoidable delays by ENGINEER. These actual delay damages will include, but not be limited to, inspection, engineering services, delay damage settlements or awards, penalties, additional financial costs, and professional fees incurred in connection with such settlements, awards or penalties and fines imposed by regulatory agencies, contract damages and loss of use.

SECTION 13

STANDARD OF CONTRACT

13.1. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.

13.2. Standard of Conduct-Conflict of Interest-The ENGINEER covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (1977, as amended from time to time), as it relates to work performed under the contract, which standards will by reference be made a part of this contract as though set forth in full. The ENGINEER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

13.3. The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the ENGINEER or any employee, servant or agent of the ENGINEER is indicted for any crime arising out of or in conjunction with any work being performed by the ENGINEER for or on behalf of the CITY. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this AGREEMENT shall immediately be turned over to the CITY in conformity with the provisions of Section 9 hereof. The ENGINEER shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The CITY also reserves the right to terminate and cancel this contract in the event the ENGINEER shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

13.4. ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

13.5. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with Florida Statute 20.055(5).

13.6. No member, officer, or employee of the ENGINEER or the CITY during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION 14

CONFIDENTIALITY

14.1. ENGINEER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to ENGINEER by CITY or other information to

which A ENGINEER has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

14.2 ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the CITY or in response to legal process.

SECTION 15

SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and Provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

SECTION 16

DEFAULTS, TERMINATION OF AGREEMENT

16.1 If the CITY ENGINEER deems that ENGINEER is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, CITY REPRESENTATIVE may give written notice to ENGINEER specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

If ENGINEER does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the CITY ENGINEER, CITY may provide for such service from another ENGINEER and may withhold any money due or which may become due to ENGINEER for such task related to the claimed default; or

If after thirty (30) days ENGINEER has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the CITY ENGINEER, CITY may elect to terminate this Agreement

16.2 Notwithstanding, CITY reserves the right and may elect to terminate this Agreement at any time. At such time, ENGINEER would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, takedown, disengagement wind-down or other costs incurred due to termination of this Agreement.

16.3 Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

16.4 The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either CITY or ENGINEER under this AGREEMENT, strikes, work slowdowns or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removal or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.

16.5 The provisions of this Article shall not be interpreted or construed to require ENGINEER or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

SECTION 17

TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

SECTION 18

NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or

at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should CITY or ENGINEER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from ENGINEER to CITY shall be given to CITY addressed as follows:

CITY

Selena Griffett, P.E., Project Engineer
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34954-1480

SECTION 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1. The ENGINEER shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

19.2. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the services. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required any construction unless such responsibilities are specifically assigned to ENGINEER.

SECTION 20

ASSIGNABILITY

20.1. The ENGINEER shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the CITY, provided that claims for the money due or to become due to the ENGINEER from the CITY under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 21

GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

SECTION 22

E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

SECTION 23

SOVEREIGN IMMUNITY

Nothing contained in this AGREEMENT shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 24

ENTIRE AGREEMENT

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

This AGREEMENT (consisting of Pages 1 to 18, inclusive) together with the Exhibits attached, constitute the entire AGREEMENT between CITY and ENGINEER.

(Continues on next page)

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as to the day and year first above written.

ENGINEER:

Company

Print Name

Signature

ATTEST:

CITY OF FORT PIERCE

Linda Cox , City Clerk

Linda D. Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

(END OF SECTION)

ATTACHMENT B SCOPE OF SERVICES

A. PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for construction projects within The City of Fort Pierce.

B. SCOPE:

Provide services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures. **Projects may or may not have federal funding.**

The projects for which the services include but are not limited to:

- Sidewalk Construction
- Roadway Construction

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the City's Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City of Fort Pierce. Such FDOT manuals, procedures, and memorandums are found at the FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly.

Other projects developing within the geographical area of the City of Fort Pierce may be added at the City's discretion. The Consultant must perform to the satisfaction of the City's representatives for consideration of additional CEI services.

C. ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

The City, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

Construction Plans,
Specification Package,
Copy of the Executed Construction Contract, and
Utility Agency's Approved Material List (if applicable).

D. ITEMS FURNISHED BY THE CONSULTANT:

1. FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website.

2. Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

3. Field Office:

When required, provide a field office with sufficient room and furnishings to effectively carry out the responsibilities under this Scope of Services. Field office shall be approved by the City.

Field Office expenses will be negotiated on a per project and/or as needed basis.

Provide a private office (minimum of 150 square feet) for the Construction Project Manager with office furniture, telephone and broadband internet access.

4. Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

5. Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and nonexpendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6. Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City and Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

E. LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the City's Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Project Manager for review and approval.

F. PERFORMANCE OF THE CONSULTANT:

In general accordance with FDOT Consultant Evaluation procedures and guidelines, the City will conduct performance evaluations within 30 days of close out of the project or task order. Additionally, during the term of this Agreement and all Supplemental Amendments thereof, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- a. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- b. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.
- c. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- d. Increase the scope and frequency of training of the Consultant personnel.

G. REQUIREMENTS OF THE CONSULTANT:

1. General:

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.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Department to negotiate Supplemental Agreements within the thresholds established in the CPAM. Coordinate with the Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. Consult with the Project Manager as necessary and direct all issues, which exceed delegated authority to the Project Manager for City action or direction.

The Consultant shall advise the Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

2. Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for "Waiver of Survey" should be directed to the City.

3. On-site Inspection:

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 to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The City will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone traffic Control Plan, in accordance with FDOT procedures. Consultant employee performing such services shall be qualified in accordance with the FDOT procedure.

4. Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The City may assist the CEI in performing inspections and sampling of materials and components at locations remote from the project site and the CEI will be required to perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT and/or City label, DOT and/or City stamp, etc.

The City will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a FDOT laboratory to the appropriate laboratory or appropriate local FDOT facility.

5. Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor, involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

Attend a pre-service meeting for the Agreement in accordance with FDOT's CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/electronic file of the final negotiated staffing to the Project Manager, either at this meeting or within seven (7) days.

Schedule and attend a Final Estimate informational meeting with the City. Provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an electronic file management system. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

Schedule and conduct a meeting with the City and Permitting Agencies prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the FDOT guidelines.

Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

Review Claims submitted by a Contractor and determine entitlement. Prepare position papers and submit to the Project Manager for approval.

Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Produce reports, verify quantity calculations and field measure for payment purposes in accordance with F.S. 218.70 and as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

Prepare and make presentations for meetings and hearings for City Commission in connection with the project covered by this Agreement.

Provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.

The City will provide Public Information Services.

Prepare and submit to the Project Manager monthly, a Construction Status report in a format to be approved by the City.

Each Consultant Inspector shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/ potential public controversy.

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the City's Project Manager at an interval determined by the City's Project Manager.

6. Geotechnical Engineering:

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the City for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the City and any geotechnical subconsultant assigned to the project by the City.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, and the City. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

a. Drilled Shafts:

Process and review the Drilled Shaft Installation Plan in accordance with CPAM.

Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), and the City are invited. Prepare and distribute meeting minutes to the attendees.

Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the City any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor's methods.

If there are pilot holes in the project, advise the City on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if applicable) and the results of the rock coring performed (coring time, recovery and RQD).

Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the City for approval.

Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.

Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.

Provide completed drilled shaft inspection forms for all production and test shaft installations to the City upon completion of the drilled shaft installation.

When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the City. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the City for approval.

Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the City.

Provide a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the City.

Evaluate problems encountered during construction, and coordinate with the City and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

b. Spread Footings:

Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.

Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.

Evaluate problems encountered during construction and coordinate with the City and the Contractor to resolve such problems.

I. QUALITY ASSURANCE (QA) PROGRAM:

1. Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization follows the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the City Project Manager in written form no later than one (1) month after the review.

2. QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the City Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

3. Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City, upon request, during the Agreement term. All records shall be kept within the Consultant Project Manager's primary office and shall be subject to audit review.

J. CERTIFICATION OF FINAL ESTIMATES:

1. Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and FDOT Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the City.

2. Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

3. Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the City for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

K. AGREEMENT MANAGEMENT:

1. General:

With each monthly invoice submittal, the Consultant will provide a Status Report for each Task Work Order. This report will provide the accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Project Manager for approval and further processing. The AR is to be submitted at such time to allow the City up to 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.

The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

2. Invoicing Instructions:

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month except for end of FY (September 30th).

If the monthly invoice cannot be submitted on time, notify the City prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in electronic format emailed to the Project Manager in accordance with the City's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the City.

A Final Invoice will be submitted to the City no later than the 60th day following Final Acceptance of the individual project or as requested by the City.

3. Subconsultant Services:

Upon written approval by the City Engineer or designee, and prior to performance of work, the Consultant may subcontract for materials testing or specialized professional services.

4. Other Services:

Upon written authorization by the City Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

Provide on and off-site inspection services in addition to those provided for in this Agreement.

Provide services determined necessary for the successful completion and closure of the Construction Contract.

L. POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

M. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

N. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

O. CITY AUTHORITY

The City shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant.

14-75.003 Minimum Technical Qualification Standards by Type of Work.

The Department will periodically audit a sampling of qualified consultants to ensure compliance with the qualification requirements, and consultants found to misrepresent their qualifications will be subject to suspension of qualifications with the Department in accordance with Rule 14-75.0051, F.A.C. The following criteria apply to the qualification of professional consultants:

(1) No professional or key personnel may be listed as employees of more than one consultant currently qualified with the Department. If a newly listed employee has been employed by a consultant currently qualified with the Department, within the 12 months immediately preceding the application, the application must so indicate and provide the date that such employee was hired by the consultant. The employee shall be deleted from the personnel list of the previous employer's firm, and if such deletion affects the qualification status of the previous employer, notice shall be given to said previous employer pursuant to Rule 14-75.0051, F.A.C.

(2) The Department shall not recognize joint ventures for purposes of qualifying consultants to work for the Department. Each individual or firm will be annually qualified based upon individual or firm capability.

(3) Appropriate type of work codes will be included in each public notice regarding needed professional services. Persons or firms responding to such notices must be qualified with the Department in the advertised types of work, unless otherwise specified in the notice. Subconsultants qualified with the Department may be used to meet the above requirements, where appropriate, so long as the responding consultant is also qualified with the Department in some standard type of work.

(4) All personnel listed by the consultant in order to qualify for any type of work or sub-category must be bona fide employees of the firm, or under exclusive contract to the firm, must be actively engaged in the type of work for which they are listed, and must have work experience demonstrating an ability to perform the activities normally associated with the particular type of work or sub-category for which qualification is sought. The Department must be notified within 10 days of the departure from the firm of personnel used to prequalify the firm in any type of work.

(5) Qualification may be sought in any of the following categories or sub-categories:

(a) Group 2. Project Development and Environmental (PD&E) Studies.

1. Type of Work. This work group involves the study and evaluation of the social, economic, and environmental effects on the human and natural environment by transportation systems and alternate transportation modes in meeting identified community transportation and growth needs. Such work also includes the evaluation of alternate transportation corridors, and location/design alternatives within viable corridors. The work involves preparing engineering studies to address economic and engineering feasibility of alternatives, level of service, traffic capacity, geometrics, soils, structures, intersection and interchange improvements, etc., to accommodate travel demand at an acceptable level of service. Additionally, the work entails the detailed study and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, economic, and human impacts of the alternatives under consideration upon the adjacent community. Public involvement and interagency coordination are integral parts of the assessment process. Potential mitigations that are identified in the studies and public involvement are evaluated and incorporated into the alternatives as appropriate.

2. Qualification Requirements. Group 2: PD&E Studies. This work group requires a professional engineer, a natural scientist, and a social scientist. The professional engineer must be registered with the Florida State Board of Professional Engineers and must have managed and completed at least one PD&E study or similar study, including roadway design and environmental engineering. This experience must include conducting environmental studies for transportation projects involving highway projects and public involvement issues. The natural scientist must have a four-year university or college degree and experience in a natural science such as ecology, biology, environmental science, or wildlife management and have completed at least one PD&E study or similar study in a natural science area such as defined above. The social scientist must have a four-year university or college degree and experience in a social science such as psychology, sociology, statistics, political science, geography, urban planning demographics, archeology, or economics and have completed at least one PD&E study or similar study in a social science area such as defined above.

(b) Group 3. Highway Design – Roadway. This work group involves the production and/or review of highway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings (where appropriate), which conform with acceptable design standards and which meet the specific requirements of the Department or the Federal Highway Administration.

1. This group includes the following sub-categories of qualification:

a. Type of Work 3.1: Minor Highway Design. This type of work includes roadway design for rural RRR and minor widening and resurfacing projects which do not involve major reconstruction, new curb and gutter, or substantial capacity improvements. This

work type also includes interstate projects involving resurfacing only. Projects of this type generally involve minor drainage, utility relocation, traffic operations improvements, miscellaneous design services, etc.

b. Type of Work 3.2: Major Highway Design. This type of work includes roadway design for all urban highways with new curb and gutter and new or major reconstruction rural projects with substantial capacity improvements such as adding two or more lanes. Projects of this type generally include utility relocation plans, drainage design and permitting, maintenance of traffic plans, traffic engineering applications, intersection details, etc.

c. Type of Work 3.3: Controlled Access Highway Design. This type of work includes design of new and complex reconstruction projects on controlled access facilities including interstates, interchanges, and expressways. Projects of this type generally include the use of complex geometrics, substantial drainage evaluation and design features, permitting, traffic engineering applications, utility relocation plans, maintenance of traffic plans, interchange design, etc.

2. Qualification Requirements.

a. Type of Work 3.1: Minor Highway Design. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having proficiency in civil engineering and at least one year of post-registration experience in the design and preparation of plans for highways.

b. Types of Work 3.2 and 3.3: Major Highway Design and Controlled Access Highway Design. These types of work require at least two professional engineers, registered with the Florida State Board of Professional Engineers, having proficiency in civil engineering and at least two years of post registration experience in the design and preparation of plans for highways, one year of which must be in the category for which qualification is sought.

(c) Group 4. Highway Design – Bridges. This work group involves the production and/or review of competently engineered bridge plans which conform with acceptable design standards and which meet the specific requirements of the Department or the Federal Highway Administration.

1. This group includes the following sub-categories of qualification:

a. Type of Work 4.1: Miscellaneous Structures and Minor Bridge Design. This type of work is subdivided into two categories.

(I) Type of Work 4.1.1: Miscellaneous Structures. This group type of work includes the design of sound barriers, structural supports for highway signals, luminaries, and traffic signals.

(II) Type of Work 4.1.2: Minor Bridge Design. This type of work includes the design of conventional, non-complex bridges and the structural design of other highway-related structures such as non-standard concrete box culverts and retaining walls. Generally, this group is limited to designs utilizing conventional foundation types, simple geometry, and having total estimated bridge(s) plan area(s) no greater than 100,000 square feet (sum of the areas of multiple bridges). Typically, this includes design for the construction, rehabilitation, widening, or lengthening of box culverts, retaining walls, cast-in-place or precast prestressed short span slab type bridges, simple span prestressed concrete beam bridges, and simple span I-beam bridges.

b. Type of Work 4.2: Major Bridge Design. This type of work includes the design of structures that cannot be included in Type of Work 4.1 because of deck area, complex geometry (curvature, skew, or variable width), complexity of design (including bridges with statically indeterminate superstructure components) with spans estimated to be less than 400 feet, non-conventional substructures, substructures requiring ship impact design, bridges over navigable waters, and railroad bridges. This type of work is subdivided into three categories:

(I) Type of Work 4.2.1: Major Bridge Design – Concrete: This group includes design for construction, rehabilitation, widening, or lengthening of structurally continuous concrete superstructures (longitudinally post-tensioned concrete beam bridges, etc.), reinforced concrete boxes, and post-tensioned substructures.

(II) Type of Work 4.2.2: Major Bridge Design – Steel: This group includes design for the construction, rehabilitation, widening, or lengthening of structurally-continuous steel superstructures (steel box girders, curved steel girder bridges, etc.).

(III) Type of Work 4.2.3: Major Bridge Design – Segmental: This group includes design for the construction, rehabilitation, widening, or lengthening of precast or cast-in-place concrete segmental superstructures or substructures.

c. Type of Work 4.3: Complex Bridge Design. This type of work includes the structures that cannot be included in Type of Work 4.1 or 4.2 because of unique, specialized, and uncommon types of designs as determined by the Department. Typically, this includes design for the construction, rehabilitation, widening, or lengthening of bridges with estimated span(s) longer than 400 feet, tunnels, cable-stayed bridges, suspension bridges, truss spans, concrete arch bridges, and bridges requiring unique analytical methods or other design features not commonly addressed in AASHTO publications. This type of work is separated into two categories:

(I) Type of Work 4.3.1: Complex Bridge Design – Concrete: This group includes design for the construction, rehabilitation, widening, or lengthening of concrete superstructures of the structure types listed in this category.

(II) Type of Work 4.3.2: Complex Bridge Design – Steel: This group includes design for the construction, rehabilitation, widening, or lengthening of steel superstructures of the types listed in this category.

d. Type of Work 4.4: Movable Span Bridge Design. This type of work includes the design of bascule bridges and other movable bridges. The work includes all structural, electrical, and mechanical requirements. Typically, this includes design for the construction, rehabilitation, widening, or lengthening of bascule bridges, swing bridges, and vertical lift bridges.

2. Qualification Requirements. Qualification will be assessed from the résumés of individuals employed by the firm. The résumés must state which bridge components were actually designed by the individual. General oversight or project management activities will not be considered for qualification purposes.

a. Type of Work 4.1.1: Miscellaneous Structures. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of structural experience, designing items such as sound barriers, structural supports for highway signs, luminaries, and traffic signals, or in bridge design; and two structural design engineers/technicians having a minimum of three years each of design experience, either designing items such as sound barriers, structural supports for highway signs, luminaries, and traffic signals, or in bridge design. The qualifying professional engineer(s) shall be responsible for quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

b. Type of Work 4.1.2: Minor Bridge Design. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years structural bridge design experience; and two structural design engineers/technicians having a minimum of three years each of bridge design experience. The professional engineer shall be responsible for quality assurance of all the design services.

c. Type of Work 4.2.1: Major Bridge Design-Concrete. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span concrete bridges as defined for Work Group 4.2.1: Major Bridge Design – Concrete, excluding segmental bridges or qualified as required in Work Group 4.2.3: Major Bridge Design – Segmental with an additional two years of design experience in continuous span concrete bridges as defined in Work Group 4.2.1: Major Bridge Design – Concrete; and three or more structural design engineers/technicians having a minimum of three years each of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved.

d. Type of Work 4.2.2: Major Bridge Design – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span steel bridges as defined in Work Group 4.2.2: Major Bridge Design – Steel and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

e. Type of Work 4.2.3: Major Bridge Design – Segmental. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span segmental concrete (precast or cast-in-place) bridges as defined in Work Group 4.2.3: Major Bridge Design – Segmental and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

f. Type of Work 4.3.1: Complex Bridge Design – Concrete. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural concrete bridge design experience in categories as defined in Work Group 4.3.1: Complex Bridge Design – Concrete, and four or more structural design engineers/technicians having a minimum of three years each of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all design services and shall sign a letter of certification stating the project

documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

g. Type of Work 4.3.2: Complex Bridge Design – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural steel bridge design experience in categories as defined in Work Group 4.3.2: Complex Bridge Design – Steel and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

h. Type of Work 4.4: Movable Span Bridge Design. This type of work requires qualification in type of work 4.2.2: Major Bridge Design – Steel, and also requires an electrical engineer and a mechanical engineer both registered with the Florida State Board of Professional Engineers. In addition to the experience requirements for type of work 4.2 4.2.2: Major Bridge Design – Steel, the professional engineers will have at least five years of movable bridge structural design experience and the three engineers/technicians shall have a minimum of three years of movable bridge design experience. At least one of the professional engineers or engineer/technicians will have experience in the design of at least three movable bridge electrical control systems within the last 10 years and one will have experience in the design of at least three movable bridge drive systems within the last 10 years. The electrical engineer will have experience in the design of at least three movable bridge electrical control systems within the last 10 years and experience with the commonly used bridge leaf motion control techniques used within the last 30 years. The mechanical engineer will have experience in the design of at least three movable bridge drive systems within the last 10 years and experience with the commonly used bridge drive systems used within the last 30 years. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved.

(d) Group 5. Bridge Inspection. This work group is defined as the on-site inspection, load rating, and preparation of bridge inspection reports in accordance with approved federal and state statutes, policies, guidelines, and standards. Availability of required equipment will also be considered, along with level of experience in evaluating qualification.

1. This group includes the following sub-categories of qualification:

a. Type of Work 5.1: Conventional Bridge Inspection. This type of work includes inspection and load rating of all types of bridges except movable bridges, box girders, bulb-tees, suspension, cable stayed, post-tensioned segmental concrete, large steel trusses, high-rise structures, and other complex bridge structures.

b. Type of Work 5.2: Movable Bridge Inspection. This type of work includes inspection and load rating of all types of movable structures (vertical lift, swing span, and bascule), utilizing specialty skills in inspection, load rating, and design of mechanical and electrical equipment.

c. Type of Work 5.3: Complex Bridge Inspection. This type of work includes inspection and load rating of all complex bridges except movable bridges. Typical types of structures will include box girders, bulb-tees, suspension, cable stayed, post-tensioned segmental concrete, high-rise structures, and large steel trusses.

d. Type of Work 5.4: Bridge Load Rating. This type of work involves the process of determining the live load capacity of a structure.

2. Qualification Requirements. Types of work 5.1, 5.2, 5.3, and 5.4: Bridge Inspection. This type of work requires at least one professional engineer registered with the Florida State Board of Professional Engineers, having experience appropriate to the sub-category requested. For types of work 5.1, 5.2, and 5.3, the engineer must have participated in field inspections meeting the requirements of the National Bridge Inspection Standards, Appendix C to U.S. Department of Transportation Federal Highway Administration, *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, Report No. FHWA-A-PD96-001, December 1995, incorporated herein by reference, for the structure types in the sub-category for which qualification is requested. For type of work 5.4, the engineer must have performed a load rating of a bridge.

(e) Group 6. Traffic Engineering and Operations Studies. This work group includes the performance of studies of existing traffic problems within an urban area; and the determination of the most effective way to improve traffic flow and safety through the application of traffic engineering techniques and other corrective measures. It includes street and signal inventories; intersection and crossing diagrams; highway lighting information at nighttime high accident locations; and analysis of accident reports, traffic counts, travel times, parking practices, and laws and ordinances affecting transportation. This work group is limited to generalized

description and schematic layouts of the proposed improvements, including right of way requirements, and generally does not include the preparation of construction plans and the writing of specifications for traffic system projects.

1. This group includes the following sub-categories of qualification:

a. Type of Work 6.1: Traffic Engineering Studies. This type of work is defined as the study of operational problems and the determination of traffic operational improvements for efficiency and safety. This work group includes studies for the following: signing, marking, and signal inventories; traffic counts; intersection and collision diagrams; signal warrant and intersection analysis; and travel time and delay studies. Many of the traffic engineering studies require knowledge and experience with traffic engineering computer programs such as SOAP, PASSER, and TRANSYT. This type of work requires the consultant to make specific recommendations to improve the operational efficiency at a particular location.

b. Type of Work 6.2: Traffic Signal Timing. This type of work is defined as the timing of traffic signals to improve traffic flow and safety. Department approved traffic engineering computerized timing programs shall be used. This type of work includes data collection, intersection analysis and documentation, section analysis and documentation, timing implementation and fine tuning, and timing evaluation.

c. Type of Work 6.3: Intelligent Transportation Systems Analysis, Design, and Implementation. This type of work is defined as the use of electrical engineering, electronics engineering, computer science, and traffic engineering to analyze, design, and implement real-time intelligent transportation systems. This includes system performance and cost analysis, system hardware and software design, development of management plans, system installation and operation, system testing and debugging, system documentation, and the training of operations personnel. This work Type is subdivided into four categories: Type of Work 6.3.1: Intelligent Transportation Systems Analysis and Design, Type of Work 6.3.2: Intelligent Transportation Systems Implementation, Type of Work 6.3.3: Intelligent Transportation Traffic Engineering Systems Communications, and Type of Work 6.3.4: Intelligent Transportation Systems Software Development.

2. Qualification Requirements.

a. Type of Work 6.1: Traffic Engineering Studies. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having at least two years of post-registration traffic studies experience.

b. Type of Work 6.2: Traffic Signal Timing. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having demonstrated traffic signal timing experience in the application and interpretation of traffic flow and signal timing models.

c. Type of Work 6.3: Intelligent Transportation Systems Analysis, Design, and Implementation. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having at least three years of post-registration experience in the technical skill area for which qualification is requested. These technical skill areas are as follows:

(I) Type of Work 6.3.1: Intelligent Transportation Systems Analysis and Design. This type of work requires experience involving the production of competently engineered design, and preparation of construction plans and specifications for traffic control systems, freeway operations systems, dynamic message sign systems, closed circuit television camera systems, detection systems, and automatic vehicle identification systems. The experience must also involve traffic engineering software applications, freeway control software, and computerized timing programs.

(II) Type of Work 6.3.2: Intelligent Transportation Systems Implementation. This type of work requires experience involving realtime traffic control systems, system installation and testing, and knowledge of Construction Engineering Inspection (CEI) requirements for intelligent transportation construction projects.

(III) Type of Work 6.3.3: Intelligent Transportation Traffic Engineering Systems Communications. This type of work requires documented experience involving electronic engineering of system hardware, digital system design, specifications, and utilization. The experience must involve electrical engineering of power and communications, including power distribution, standby power supply, lightning protection, hardware interconnect, fiber optic networks, wireless communications networks, local area networks, wide area networks, Internet communications, data recording, data transmission, modulating, and multiplexing techniques.

(IV) Type of Work 6.3.4: Intelligent Transportation Systems Software Development. This type of work requires documented experience in software development, specifically with intelligent transportation systems applications, and computer science (realtime process control software systems, including realtime executive Input/Output (I/O) processing and priority interrupt based processing). The experience must also involve system software testing and debugging, data base software, graphical user interfaces, system documentation, and training of operations personnel.

(f) Group 7. Traffic Operations Design. This work group is defined as the production of competently engineered designs, and

preparation of construction plans and specifications for a variety of traffic operations type work.

1. This group includes the following sub-categories of qualifications:

a. Type of Work 7.1: Signing, Pavement Marking, and Channelization. This type of work includes designing, preparing construction plans, and writing specifications for signing, pavement marking, and channelization. Such work involves structural support and foundation calculations, and requires a basic knowledge of traffic engineering studies.

b. Type of Work 7.2: Lighting. This type of work includes designing, preparing construction plans, and writing specifications for roadway lighting improvements. Such work involves lighting calculations, pole location, foundation design, electrical circuit calculations, and power supply and distribution design, and requires a basic knowledge of traffic engineering studies.

c. Type of Work 7.3: Signalization. This type of work includes designing, preparing construction plans, and writing specifications for traffic signalization. Such work involves capacity calculations, signal operating plan development, timing calculations, equipment location, pole and foundation designs, etc., and requires a basic knowledge of traffic engineering studies and traffic signal retiming.

2. Qualification Requirements. Qualification for this work group requires a professional engineer, registered with the Florida State Board of Professional Engineers, who has served in responsible charge of at least one project in the type of work, as defined above, for which qualification is requested.

(g) Group 8. Surveying and Mapping. This work group includes surveying and mapping, as defined in Rule Chapter 61G17-6, F.A.C., required for the land acquisition, design, and construction of transportation projects.

1. This group includes the following sub-categories of qualification:

a. Type of Work 8.1: Control Surveying. This type of work provides horizontal and vertical control to a specified standard for Department projects.

b. Type of Work 8.2: Design, Right of Way, and Construction Surveying. This type of work includes boundary surveys, right of way surveys, as-built surveys, construction layout surveys, topographic surveys, hydrographic surveys, quantity surveys, record surveys, mean high water line surveys, and special purpose surveys.

c. Type of Work 8.3: Photogrammetric Mapping. This type of work includes surveys and the preparation of maps using photogrammetric methods.

d. Type of Work 8.4: Right of Way Mapping. This type of work includes the production of right of way related maps, as well as the preparation of legal descriptions and sketches of legal descriptions based on information supported by the applicable surveys or maps defined in the preceding types of work, title searches, and other documents.

2. Qualification Requirements: To qualify to perform surveying and mapping services as defined above, the consultant must employ at least one professional surveyor and mapper, registered with the Florida Board of Professional Surveyors and Mappers, having at least one year of documented post registration experience in the specific type of work for which qualification is requested. The consultant must also employ at least two additional technical personnel, each having at least one year of documented experience in the specific type of work for which qualification is requested. In addition, the consultant must submit a written statement of intent to use equipment and software meeting the accuracy, formatting, and other requirements defined in Department policies, procedures, manuals, or handbooks, related to the type(s) of work for which qualification is sought.

(h) Group 9. Soil Exploration, Material Testing, and Foundations.

1. This group includes the following sub-categories of qualification:

a. Type of Work 9.1: Soil Exploration. This type of work includes acquisition and reporting of subsurface material, hydrological, and environmental information to be used for the planning, design, construction, and performance of transportation facilities. The methodology involved includes on-site investigations by performing borings, Standard Penetration tests, Cone Penetration tests, and rock coring; the use of specialized test equipment, such as the field vane, pressuremeter, or dilatometer; and the use of geophysical methods. Also included is the field classification of materials and acquisition of soil and rock samples.

b. Type of Work 9.2: Geotechnical Classification Lab Testing. This type of work includes conducting tests on soil and rock according to Department approved specifications for the purpose of classifying materials. The methodology involved includes testing moisture content, grain size, Atterberg limits, compaction, and Limerock Bearing Ratio (LBR) tests.

c. Type of Work 9.3: Highway Materials Testing. This type of work includes sampling and testing various materials and reporting results and recommendations. Work will be performed at mines, quarries, mills, refineries, processors, producers, fabricators, constructors, laboratories, and project construction sites; some of which will be outside the State of Florida. Materials to be tested include aggregates; concrete products; cements and additives, including water, epoxies, and curing compounds; bituminous

materials, mixtures, additives, and joint fillers; metals; galvanizing, rubber, paints, and other coatings; and soils and limerock.

d. Type of Work 9.4: Foundation Studies. This group is subdivided into two categories:

(I) Type of Work 9.4.1: Standard Foundation Studies. This type of work includes producing reports which include selection of the type (shallow foundations, piles, and redundant drilled shafts) and depth of foundation for bridges and other structures; bearing capacity and the predicted settlement of the selected foundation; slope stability; surcharge or stage construction time schedules for construction over soft ground; pile load tests; soil treatment; stabilization; and direction of field instrumentation installation, including the interpretation of data obtained and other foundation studies using the applicable Department Standard Specifications for Road and Bridge Construction, and Federal Highway Administration guidelines and checklist.

(II) Type of Work 9.2.2: Non-redundant Drilled Shaft Bridge Foundation Studies. This type of work includes the work activities described in Type of Work 9.4.1: Standard Foundation Studies and, in addition, the complex geotechnical analyses required for the design and construction of non-redundant drilled shaft bridge foundations.

e. Type of Work 9.5: Geotechnical Specialty Lab Testing. This type of work includes conducting tests on soil and rock according to Department approved specifications for the purpose of identifying their physical properties. The methodology involved includes testing permeability, consolidation, unconfined compression, direct shear, splitting tensile, and triaxial.

2. Qualification Requirements. For all sub-categories this work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in the activities normally associated with the category(ies) under consideration.

a. Type of Work 9.1: Soil Exploration. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with soil exploration. The consultant must have equipment (in-house or subcontracted) necessary to perform the work. It should be noted that the qualified consultant shall be solely responsible for any and all explorations work, whether performed by the consultant or its subcontractor.

b. Type of Work 9.2: Geotechnical Classification Lab Testing. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with geotechnical testing. The consultant must have at least one technician with a minimum of two years of experience in geotechnical testing and LBR Technician qualification under the Department's Construction Training Qualification Program. In addition, the consultant must have in-house the following equipment: oven, balance, stirring apparatus, hydrometer bulb, hydrometer bath, thermometer, sieves, sieve shaker, liquid limit device, grooving tool, pycnometer, molds, compaction hammer, straightedge, and LBR loading device with penetration piston.

c. Type of Work 9.3: Highway Materials Testing. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with highway materials testing. Among the consultant's personnel, at least one individual must possess LBR Technician qualification, one individual must possess Asphalt Plant Level I qualification, one individual must possess Concrete Field testing Technician Level I qualification under the Department's Construction Training Qualification Program, and one individual must possess nuclear gauge operator certification as provided by a gauge manufacturer. In addition, the consultant must have (in-house) at least the following test equipment: oven, balances, sieves, mechanical shaker, colorimetric kit, compression testing machine, moisture curing room or tanks, slump cone, air meters, gravity apparatus, thermometers, pycnometer, pulverizing apparatus, jaw crusher apparatus, splitter or quartering device, Los Angeles machine, flowmeter, water bath, muffle furnace, compaction hammer, molds LBR loading devices with penetration piston, soak tanks, and ignition furnace.

d. Type of Work 9.4: Foundation Studies.

(I) Type of Work 9.4.1: Standard Foundation Studies. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with standard foundation studies.

(II) Type of Work 9.4.2: Non-redundant Drilled Shaft Bridge Foundation Studies. This type of work requires qualification in Type of Work 9.4.1: Standard Foundation Studies, and, in addition, two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of three years of experience each in activities normally associated with non-redundant drilled shaft foundation design. The qualifying professional engineers shall be responsible for the quality assurance of the design services, and shall sign a letter of certification stating that the project documents have been reviewed under the quality assurance process, and that all issues are resolved.

(III) Type of Work 9.5: Geotechnical Specialty Lab Testing. The consultant must have at least one staff member with at least four years of experience performing the tests, or an equivalent bachelor's degree. In addition, the consultant must have (in-house) at least the following test equipment: oven, balances, permeameter, consolidation load device, load frame, direct shear machine, triaxial panel, and a triaxial cell.

(i) Group 10. CEI. This type of work involves the monitoring and inspection of the work required under various construction contracts. This type of work includes coordinating with other public agencies, utilities, and affected property owners.

1. This group includes the following subcategories of qualification:

a. Type of Work 10.1: Roadway CEI. This type of work includes the administration and inspection of single or multiple construction contracts on rural, municipal, urban, and interstate facilities; including necessary minor bridges as defined in Type of work 3.1.

b. Type of Work 10.2: Reserved.

c. Type of Work 10.3: Construction Materials Inspection. This type of work includes conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations. The work will be performed at mines, quarries, mills, refineries, processors, producers, fabricators, constructors, and project construction sites; some of which will be outside the State of Florida.

d. Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. This type of work includes the CEI of conventional non-standard concrete box culverts, retaining walls, sound barriers, structural supports for highway signs, luminaries, and traffic signals. Generally, this group of structures is limited to conventional foundation types, simple geometry, and having total estimated bridge(s) plan area(s) no greater than 100,000 square feet (sum of the areas of multiple bridges). Typically, this includes the construction, rehabilitation, widening, or lengthening of box culverts, retaining walls, cast-in-place or precast prestressed short span slab type bridges, simple span prestressed concrete beam bridges, and simple span I-beam bridges.

e. Type of Work 10.5: Major Bridge CEI. This type of work includes CEI of structures that cannot be included in Type of Work 10.4 because of deck area, complex geometry (curvature, skew, or variable width), complex design (including bridges with statically indeterminate superstructure components) with spans estimated to be less than 400 feet, non-conventional substructures, bridges over navigable waters, and railroad bridges. This group is separated into three categories:

(I) Type of Work 10.5.1: Major Bridge CEI – Concrete. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of structurally-continuous concrete superstructures (longitudinally post-tensioned concrete beam bridges, etc.), reinforced concrete boxes, and post-tensioned substructures.

(II) Type of Work 10.5.2: Major Bridge CEI – Steel. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of structurally-continuous steel superstructures (steel box girders, curved steel girder bridges, etc.).

(III) Type of Work 10.5.3: Major Bridge CEI – Segmental. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of precast or cast-in-place concrete post-tensioned segmental superstructures or substructures.

f. Type of Work 10.6: Movable Span Bridge CEI: This type of work includes the CEI of structures that cannot be included in Type of Work 10.5.1 or 10.5.2 because of unique, specialized, or uncommon types of designs. Typically, this includes the construction, rehabilitation, widening, or lengthening of bridges with estimated span(s) longer than 400 feet, tunnels, cable-stayed bridges, suspension bridges, truss spans, arch bridges, and bridges requiring unique analytical methods or other design features not commonly addressed in AASHTO publications. This group is separated into two categories:

(I) Type of Work 10.6.1: Complex Bridge CEI – Concrete: This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of concrete superstructures of the structure types listed in Type of Work 10.6.

(II) Type of Work 10.6.2: Complex Bridge CEI – Steel: This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of steel superstructures of the structure types listed in Type of Work 10.6.

g. Type of Work 10.7: Movable Span Bridge CEI: This type of work includes the CEI of bascule bridges and other movable bridges. The work includes all structural, electrical, and mechanical requirements. Typically, this includes CEI for the construction, rehabilitation, widening, or lengthening of bascule bridges, swing bridges, and vertical lift bridges.

2. Qualification Requirements.

a. Type of Work 10.1: Roadway CEI. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least two years of responsible charge experience as a project engineer on a roadway construction inspection project.

b. Type of Work 10.2: Reserved.

c. Type of Work 10.3: Construction Materials Inspection. This type of work requires a minimum of one professional engineer, registered with the Florida State Board of Professional Engineers, having at least three years of responsible experience in bridge or roadway construction inspection.

d. Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience in the performance of CEI for Type of Work 10.4; and two engineers/project administrators having a minimum of three years each CEI for Type of Work 10.4.

e. Type of Work 10.5.1: Major Bridge CEI – Concrete. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.1 in continuous span concrete bridges as defined in Type of Work 10.5.1, excluding segmental bridges, or qualified as required in work group 10.5.3 with one additional year of CEI experience in continuous span concrete bridges as defined in Type of Work 10.5.1, three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.2.

f. Type of Work 10.5.2: Major Bridge CEI – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.2 in continuous span steel bridges as defined for Type of Work 10.5.2 above and three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.2.

g. Type of Work 10.5.3: Major Bridge CEI – Segmental. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.3 in continuous span post-tensioned segmental concrete (precast or cast-in-place) bridges as defined for Type of Work 10.5.3 and three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.3.

h. Type of Work 10.6.1: Complex Bridge CEI – Concrete. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience each in the performance of CEI for Type of Work 10.6.1 in categories as defined in Type of Work 10.6.1 and four or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.1.

i. Type of Work 10.6.2: Complex Bridge CEI – Steel. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience each in the performance of CEI for Type of Work 10.6.2 and four or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.6.2.

j. Type of Work 10.7: Movable Span Bridge CEI. This type of work requires qualification in Type of Work 10.5.2 and also requires an electrical engineer and a mechanical engineer both registered with the Florida State Board of Professional Engineers. In addition to the experience requirements for Type of Work 10.5.2, the professional engineers will have at least five years of experience in the performance of CEI for Type of Work 10.7 and three engineers/technicians shall have a minimum of three years of movable bridge experience in the performance of CEI for Type of Work 10.7. At least one of the professional engineers or engineer/technicians will have experience in CEI of at least three movable bridge electrical control systems within the last 10 years and one will have experience in CEI of at least three movable bridge drive systems within the last 10 years. The electrical engineer will have experience in CEI of at least three movable bridge electrical control systems within the last 10 years and experience with the commonly used bridge leaf motion control techniques used within the last 30 years. The mechanical engineer will have experience in CEI of at least three movable bridge drive systems within the last 10 years and experience with the bridge drive systems commonly used within the last 30 years.

(j) Group 11. Engineering Contract Administration and Management.

1. Type of Work: Engineering Contract Administration and Management. This type of work is defined as the administration and management of engineering activities. Consultants applying for qualification in this type of work must be determined qualified in a number of categories under this rule chapter. Examples of assignments made to a consultant qualified for this type of work are:

a. Engineering analysis of transportation facility deficiencies; and the preparation of an engineering scope of services and staff hour estimate to correct those deficiencies.

b. Project schedule development for planning, environmental, design, and construction engineering inspection activities.

c. Review and analysis of professional engineering issues contained in statements of qualification and technical proposals

submitted by consultants competing for professional contracts.

d. Conduct Scope of Service meetings with professional consultants.

e. Preparation of contractual agreements for professional services in accordance with Department policies and procedures.

f. Supervision and management of engineering consultants on individual projects, responding to their technical questions, and reviewing their work in progress and completed work.

g. Representing the Department during professional service negotiations with consultants, utilities, and other entities.

h. Other professional engineering activities associated with the acquisition and management of professional consulting services.

2. Qualification Requirements. Engineering Contract Administration and Management. To be determined qualified for this type of work, a consultant must be qualified by the Department in the following Groups and Types of Work under this rule chapter: Group 3, Types of Work 4.1.1, 4.1.2, 4.2.1, 4.2.2, and 6.1, Group 7, and Type of Work 10.1. Firms deemed qualified in these groups and requesting qualification for Group 11 will be deemed qualified without a requirement to submit additional qualification documentation or materials.

(k) Group 13. Planning. This type of work involves the determination of future actions necessary to address the need for transportation facilities and services. The work effort may involve planning both short range (up to 10 years) and long range (more than 10 years) time periods, and may involve any or all typical activities of planning, including development and refinement of processes and procedures; development and analysis of policies, goals, and objectives; data collection and analysis; issue analysis; development and use of forecasting and other models; analysis of transportation/land use relationships; assessing the impact that planning transportation improvements may have on private property; establishment of standards and performance criteria; forecasts of transportation and transportation related data; determination and analysis of alternatives; multimodal/intermodal tradeoff analysis; analysis of alternatives; multimodal/intermodal tradeoff analysis; development of recommended plans and courses of action; financial feasibility; assessment of the impacts of growth management requirements on transportation; and public participation and coordination with other planning processes and plans.

1. This group includes the following sub-categories of qualification:

a. Type of Work 13.1: Reserved.

b. Type of work 13.2: Reserved.

c. Type of Work 13.3: Policy Planning. This type of work involves transportation and transportation related planning activities in the broadest or most general way. Planning in this sub-category usually occurs at levels where difficult trade-offs in the use and allocation of resources must be made and where many people will be affected in important but often subtle ways. Hence, the ability to use judgement, both political and technical/professional, is very important, as is the ability to effectively communicate using a variety of media. Included in this sub-category are development and refinement of statewide transportation plans or plan components, and activities involving the determination of the impacts and implications of policies, legislative issues, processes, and standards on a wide variety of subjects, including: transportation facilities and services; land use; the environment; the private sector; and the public.

d. Type of Work 13.4: Systems Planning. This type of work deals with planning for entire systems (one or several modes) of transportation covering an entire geographic area such as the development of long range transportation plans for an MPO, county, or region; or the development of an ITS Strategic Plan for a region. Included in this sub-category are activities involving the systematic analysis of future demand for transportation facilities and services, leading to recommendations for addressing that demand. Typical activities include: data collection and analysis, including analysis of transportation/land use relationships; estimation, forecasting, and assignment of travel demand, including modeling the characteristics and use of transportation systems; mode split and multimodal tradeoff analysis; development of ITS strategies; impact analysis; evaluation and decision making; cost analysis and financial feasibility; and modal coordination and management. Although recommendations as to the type, number, and approximate location of transportation facilities are to be made, this sub-category does not include determination of the precise location or design of facilities or systems.

e. Type of Work 13.5: Subarea/Corridor Planning. This type of work deals with planning for entire systems or portions of systems (one or several modes) of transportation covering a smaller geographic area than Systems Planning or for a specific transportation corridor. Included in this sub-category are activities involving the systematic analysis of future demand for transportation facilities and services, leading to recommendations for addressing that demand. Typical activities, usually performed at a more detailed level than with systems planning, include data collection and analysis, as well as: analysis of transportation/land use relationships; estimation, forecasting, and assignment of travel demand, including modeling the characteristics and use of

transportation systems; mode split and multimodal tradeoff analysis; development of ITS strategies to maximize the operation of the corridor; impact analysis; evaluation and decision making; cost analysis; and financial feasibility; and modal coordination and management. Although recommendations as to the type, number, and approximate location of transportation facilities are to be made, this sub-category does not include determination of the precise location or design of facilities or systems.

f. Type of Work 13.6: Land Planning/Engineering. This work involves planning and engineering in support of assessing the impacts that proposed transportation improvements may have on private property. Included in this sub-category are activities involving site analysis for compliance with comprehensive plans, local ordinances, and appraisers' cost to cure; reviewing and providing engineering opinions of site plans for feasibility and conformance with applicable codes and regulations; assessing the impact to drainage and environment; and preparing site plan and studies which may encompass parking layout, vehicle use areas, and general site consideration in conformance with applicable codes, laws, and regulations.

g. Type of Work 13.7: Transportation Statistics. This type of work involves data collection, analysis, editing, processing, and reporting to support planning, design, and maintenance of the transportation network. This type of work also involves the construction, replacement, or repair of traffic monitoring equipment including sensors (either installed in, or along the roadway) and associated equipment and appurtenances. The construction of traffic monitoring sites may include design, preparing construction plans, writing specifications, and construction engineering supervision. Special traffic counts may also be performed under this activity to support production and development activities and special needs.

2. Qualification Requirements.

a. Type of Work 13.1: Reserved.

b. Type of Work 13.2: Reserved.

c. Type of Work 13.3: Policy Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least five years of training and experience in areas directly related to policy planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having training and experience in areas directly related to policy planning; or at least one planner, certified with the American Institute of Certified Planners, having training and experience in areas directly related to policy planning.

d. Type of Work 13.4: Systems Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least five years of training and experience in areas directly related to systems planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers with at least one employed planner having at least five years of training and experience in areas directly related to systems planning; or at least one planner, certified with the American Institute of Certified Planners, having at least five years training and experience in areas directly related to systems planning.

e. Type of Work 13.5: Subarea/Corridor Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least one year of post-registration experience in areas directly related to subarea/corridor planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having at least one year of experience in areas directly related to subarea/corridor planning; or at least one planner, certified with the American Institute of Certified Planners, having at least one year of experience in areas directly related to subarea/corridor planning.

f. Type of Work 13.6: Land Planning/Engineering. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property; or at least one landscape architect registered with the Florida State Board of Landscape Architecture, having training and experience in areas directly related to assessing impacts to private property, or at least one planner, certified with the American Institute of Certified Planners, with a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property.

g. Type of Work 13.7: Transportation Statistics. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least one year of post-registration experience in activities associated with the collection of traffic data of a statistical nature that can be used in the Department's databases such as the Rail-Highway Crossing Inventory (RHCI), Traffic Characteristics Inventory (TCI), and Roadway Characteristics Inventory (RCI), or used to support other Department activities such as highway design. In addition, either the same engineer, or an additional professional

engineer registered with the State Board of Professional Engineers with at least one year of post-registration experience in the construction, replacement, or repair of traffic monitoring equipment, including sensors (either installed in, on, or alongside the roadway) and associated equipment and appurtenances, and maintenance of traffic is required.

(l) Group 14. Architect.

1. Type of Work. This type of work is defined as the rendering of services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning; providing preliminary study designs, drawings, and specifications; architectural supervision; job-site inspection; and administration of construction contracts.

2. Qualification Requirements. This type of work requires at least one architect, registered with the Florida State Board of Architecture and Interior Design, with a minimum of five years of post-registration experience in commercial design and favorable references.

(m) Group 15: Landscape Architect.

1. Type of Work. This type of work is defined as the rendering of services in connection with the design and construction of landscape projects. These services include planning; site planning; providing preliminary study designs, drawings, and specifications; landscape architectural supervision; job-site inspection; and administration of construction contracts.

2. Qualification Requirements. This type of work requires at least one landscape architect, registered with the Florida State Board of Landscape Architecture, with at least five years of post-registration experience in landscape architecture projects.

(n) Group 20. Appraisal Services.

1. This type of work is defined as the services provided by an appraiser to the State of Florida, Department of Transportation. Appraisal Services include: "Appraisal Assignment" in which a person is employed or retained to act as a disinterested third party in rendering objective and unbiased analyses, opinions, reviews, or conclusions relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Appraisal Practice, as incorporated by reference in Section 475.628, F.S.

2. Qualification Requirements. This type of work requires a minimum of one person licensed as a State Certified General Real Estate Appraiser issued by the Florida Department of Business and Professional Regulation, with a minimum of three years experience in appraising for eminent domain purposes.

(o) Group 21. Acquisition, Negotiation, Closing, and Order of Taking.

1. Type of Work. This type of work involves notifying all affected parties of their rights pursuant to Section 73.015, F.S.; reviewing and verifying all title work; reviewing right of way maps and construction plans and verifying that all legal descriptions, right of way maps, and appraisals correspond; conducting surveys to identify all businesses operating on property being acquired; preparing real property/personal property inventories; making purchase offers including the approved market value estimate, and conducting negotiations in accordance with state policies and procedures and all applicable laws; when applicable, making business damage counteroffers and conducting negotiations to settle business damage claims in accordance with state policies and procedures; participating in the non-binding pre-litigation mediation process; preparing recommendations for administrative settlements; preparing and processing invoices for requesting warrants for settlements, and order of taking deposits; conducting all necessary closings as well as preparation, styling, and filing of lawsuit packages under the direction of the Department's attorney; providing assistance to the Department's attorneys in obtaining Orders of Taking, including providing testimony and responding to interrogatories; and maintaining complete written documentation of all contacts with property owners or property owners' representatives.

2. Qualification Requirements. This type of work requires registration of the consultant with the Florida Real Estate Commission and, at a minimum, one real estate broker and one real estate salesperson licensed by the State of Florida, Department of Business and Professional Regulation. These employees each must have at least three years of demonstrated experience in transportation acquisition projects.

(p) Group 22. Acquisition Business Damage Estimating and Estimate Review.

1. Type of Work. This type of work is defined as the preparation of business damage estimate reports describing the impact of a right of way acquisition on the income, expenses, and profits of a particular business, in accordance with the standards established in Rule Chapter 14-102, F.A.C., and all other recognized accounting and performance standards; and the critical and analytical review and evaluation of business damage estimate reports, exhibits, and other documentation submitted to the Department by the business damage estimator on behalf of the Department or business owners.

2. Qualification Requirements. This type of work requires a minimum of one employee, registered as a Certified Public Accountant in the State of Florida, with a minimum of three years of demonstrated professional accounting work, after registration. This type of work also requires the Certified Public Accountant to demonstrate previous experience in the preparation of accepted business damage estimate reports for the Department within the last three years immediately preceding application for qualification; or have served as an expert witness in the State of Florida in eminent domain cases or other legal cases regarding business valuation or damages within the last three years immediately preceding application for qualification; or a minimum of 48 hours of completed course work, directly related to business valuation. Verification of course work shall be by copies of course certificates of completion issued by the course provider which will indicate the number of hours that may be counted for continuing professional education credits.

(q) Group 24. Acquisition Relocation Assistance.

1. Type of Work. This type of work is defined as relocation planning at the conceptual stage of a transportation project and the preparation of the Relocation Needs Assessment Survey, identifying displaced persons and likely business damage candidates pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and 49 C.F.R., Part 24, incorporated herein by reference, and available at: <http://www.fhwa.dot.gov/realestate/ua/index.htm>. Advisory services, including personal interviews and coordination with displaced persons, must be provided to ensure the timely relocation to replacement properties. Relocation assistance also involves the delivery of all required notices and offers to owners and tenants, the location and offer of comparable decent, safe and sanitary replacement dwellings available for sale or rent, the computation of replacement housing payments, the determination of appropriate move cost payments, the monitoring of moves, the preparation of claim packages, invoicing of payment amounts, and delivery of warrants. The work also entails obtaining all information pertinent to evictions and relocation appeals, and includes providing testimony.

2. Qualification Requirements. This type of work requires a minimum of one full time employee with a minimum of three years of demonstrated current experience in administering and providing relocation assistance for transportation projects under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and 49 C.F.R., Part 24.

(r) Group 25. Right of Way Clearing and Leasing.

1. Type of Work. This type of work involves preparing real property/personal property inventories and inventory updates up to and including final disposition of the property; performing property inspections on an ongoing basis to determine the need for rodent control, maintenance, and security; conducting negotiations for short-term leases and preparing leasing documents for real and personal property prior to construction of a project; preparing, obtaining, managing, and reviewing contracts for consultant services to perform asbestos surveys, preparing asbestos operation and maintenance plans, preparing asbestos abatement specifications, and performing air and asbestos project monitoring; preparing, obtaining, and managing departmental contracts for asbestos abatement services; preparing, obtaining, and managing departmental contracts for demolition and removal services; inspecting demolition sites and documenting demolition activities; and preparing, obtaining, and managing Department contracts for removal of pollutant storage tanks.

2. Qualification Requirements. This type of work requires registration of the consultant with the Florida Real Estate Commission and, at a minimum, one real estate broker and one real estate salesperson licensed by the Florida State Department of Business and Professional Regulation. These employees each must have at least three years of demonstrated experience in managing properties acquired for transportation purposes and managing contracts for demolition activities. Additionally, at least one employee must be certified as an Asbestos Inspector and as an Asbestos Management Planner, and have a minimum of three years of administrative experience in the asbestos field.

Rulemaking Authority 287.055, 334.044(2), 337.105 FS. Law Implemented 287.055, 337.105, 337.1075 FS. History—New 6-30-73, Amended 3-24-77, 5-1-77, 8-31-77, 11-13-77, 9-20-83, 10-21-85, Formerly 14-75.03, Amended 3-29-89, 1-2-91, 9-29-92, 2-22-94, 8-5-96, 6-30-98, 8-2-01, 4-29-03, 5-15-06.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

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

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

Bid Opportunity List

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

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

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

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

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

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

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

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

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

375-030-33
PROCUREMENT
01/24

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Advertisement No./ Solicitation No | Description | Financial Project Number(s) |
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

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

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

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

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

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

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

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

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

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

| Advertisement No./ Solicitation No | Description | Financial Project Number(s) |
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

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

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

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

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

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

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

| Advertisement No./ Solicitation No | Description | Financial Project Number(s) |
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- "The subconsultant, subrecipient 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."
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. 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.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

Q. 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.

R. 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, both criminal and civil.

S. 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.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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

375-040-84
PROGRAM MANAGEMENT
1/24
Page 4 of 4

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require 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.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

Project Description(s): _____

Financial Project Number(s): _____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: _____