



AGENDA REPORT
March 26, 2019

**Approval RE: St. Johns Heritage Parkway Alternative Corridor Evaluation -
District 5**

SUBJECT:

Approval RE: Permission to Solicit Request for Qualifications (RFQ) for Engineering Services; Authorize the County Manager to Appoint the Selection and Negotiating Committee; Approve and Authorize the Chair to Execute the Professional Services Contract and Florida Department Of Transportation (FDOT) Local Agency Program (LAP) Agreement and Resolution for the St. Johns Heritage Parkway Alternative Corridor Evaluation – District 5

FISCAL IMPACT:

FY 18/19 FDOT \$1,000,000 LAP funding to the County for the Alternative Corridor Evaluation.

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested the Board authorize the solicitation and award of the Request for Qualifications (RFQ) for engineering services for St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE); authorize the County Manager to appoint the Selection and Negotiating Committee. Additionally, it is requested the Board authorize the Chair to execute the Professional Services Contract, the forthcoming FDOT LAP Agreement and Resolution, and all necessary documents related to this project contingent upon review by the County Attorney and Risk Management. Furthermore, it is requested the Board approve any Budget Change Requests associated with this action.

SUMMARY EXPLANATION and BACKGROUND:

FDOT will program \$1,000,000 in funds for engineering services for St. Johns Heritage Parkway Alternative Corridor Evaluation FPN 441412-1-18-01 in the Department's Fiscal Year 2020 Work Program. This project encompasses an evaluation of a new 13.6-mile capacity alignment for extension to the existing St. Johns Heritage Parkway, extending south and east from Malabar Road to Babcock Street. The purpose of the Alternative Corridor Evaluation is to identify, evaluate, eliminate and recommend project alternatives prior to the Project Development and Environment (PD&E) study phase. The ACE will consider the purpose and need, document the general environmental setting for the project, identify preliminary environmental impacts and mitigation, evaluate engineering

feasibility, and propose improvements and recommendations to address the need for the project. It is anticipated that the new corridor will accommodate forecasted transportation demand. Additionally, the corridor may alleviate adjacent north-south corridors of projected deficiencies and serve as an alternative evacuation route.

In accordance with Board Policy, BCC-25, Procurement, Board approval is required for solicitation and award of RFQ/Bids for projects \$100,000 or above when not previously approved by the Board. In order to meet FDOT's project timeline, staff needs to advertise the RFQ and proceed with the selection and negotiating process. The LAP Agreement for the project will be submitted to the County in the upcoming months. Upon review and approval by the County Attorney and Risk Management, the Chair will execute all necessary documents, agreements and resolutions as required for this project. The County will "front" the study costs and will be reimbursed for those costs by FDOT. The reimbursement typically occurs on a quarterly basis throughout the life of the project.

ATTACHMENTS:

Description

- ▢ **St. Johns Heritage Parkway Alternative Corridor Evaluation Map**
- ▢ **Palm Bay Legal Ad**
- ▢ **Request for Proposal**
- ▢ **Lap Checklist**
- ▢ **email**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

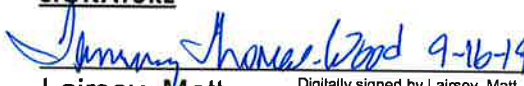
SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #: 1700/TBD	3. Department Name: Public Works
4. Contract Description: Local Agency Program Agreement - Corridor Study St. Johns Heritage Parkway	
5. Contract Monitor: Jeanette Scott	7. Contract Type: GRANT
6. Dept/Office Director: Corrina Gumm, P.E., Interim Director	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<u>Lairsey, Matt</u> <small>Digitally signed by Lairsey, Matt Date: 2019.08.30 07:56:15 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	 <u>Lairsey, Matt</u> <small>Digitally signed by Lairsey, Matt Date: 2019.09.11 10:42:59 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



BOARD OF COUNTY COMMISSIONERS


Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Inter-Office Memo

TO: Kristine Isnardi, Chair

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager 

THRU: Corrina Gumm, P.E., Interim Public Works Director 

FROM: Tammy Thomas-Wood, Support Services Manager

RE: Local Agency Program (LAP) Agreement- St. Johns Heritage Parkway Alternative Corridor
Evaluation - Contract Execution

DATE: September 16, 2019

On March 26, 2019, the Board of County Commissioners authorized the solicitation and award of the Request for Qualifications for the engineering services for the St. Johns Heritage Parkway Alternative Corridor Evaluation. Presently, the negotiations are underway with the selected engineering firm. As such, the Florida Department of Transportation (F.D.O.T.) has delivered the Local Agency Program (LAP) Agreement to the County for execution. The LAP Agreement provides funding by F.D.O.T. in the maximum amount of \$1,000,000.00 towards the St. Johns Heritage Parkway Alternative Corridor Evaluation. The County will budget this funding in Fund 1700 in a dedicated grant cost center for this project. Board approval also authorized the Chair to execute the LAP Agreement and Resolution contingent upon review and approval by the County Attorney and Risk Management.

Per Administrative Order-29 Contract Administration, the contract was reviewed and approved by the County Attorney and Risk Management. Staff is respectfully requesting signature by the Chair on the enclosed **Signature Page: Recipient Brevard County** of the LAP Agreement and Resolution.

Clerk to the Board Instructions: To return the signed LAP Agreement and Resolution to the Public Works Department for execution by F.D.O.T, please contact Jeanette Scott at 321-617-7202 or by email at jeanette.scott@brevardfl.gov. Upon full execution by F.D.O.T., a copy of the LAP Agreement and Resolution will be provided to the Clerk to the Board by the Public Works Department.

Please feel free to contact our office if you have any questions or concerns.

Encl: LAP Agreement and Resolution
Clerk's Memorandum Board Approval
Administrative Order-29 Initial Contract Review and Approval Form

CC: Clerk to the Board



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

March 27, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

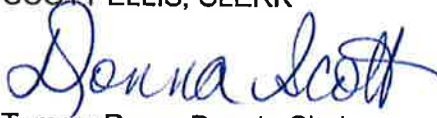
RE: Item F.7., Approval of St. Johns Heritage Parkway Alternative Corridor Evaluation

The Board of County Commissioners, in regular session on March 26, 2019, authorized solicitation and award for the Request for Qualifications (RFQ) for engineering services for St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE); authorized County Manager to appoint a Selection and Negotiation Committee; authorized the Chair to execute the Professional Services Contract, the forthcoming Florida Department Of Transportation Local Agency Program agreement, and resolution, and all necessary documents related to this project contingent upon review by the County Attorney and Risk Management; and approved any and all Budget Change Requests associated with this action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for 
Tammy Rowe, Deputy Clerk

/cmw

cc: County Manager
Contracts Administration
Finance
Budget

RESOLUTION NO. 2019 - 049a

A Resolution authorizing the execution of Local Agency Program Agreement with the Florida Department of Transportation for the Corridor Planning Study along St. Johns Heritage Parkway from Malabar Road to Babcock Street.

Whereas, the State of Florida Department of Transportation and Brevard County desire to facilitate the corridor planning study along St. Johns Heritage Parkway from Malabar Road to Babcock Street and,

Whereas, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 441412-1-18-01 and,


Whereas, the Board of County Commissioners of Brevard County, Florida authorized the Chair to execute the Local Agency Program Agreement and Resolution in regular session on March 26, 2019.

Now, therefore, be it resolved by the Board of County Commissioners of Brevard County, Florida, that Kristine Isnardi, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 441412-1-18-01.

DONE AND RESOLVED this 26 day of March, 2019

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Kristine Isnardi, Chair

As approved by the Board on March 26, 2019

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FPN: <u>441412-1-18-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D519 080 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU</u>	Fund: _____	Fund: _____
Org Code: <u>55052000531</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088704</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>70</u>	Contract No: _____	
Recipient Vendor No: <u>F596000523164</u>	Recipient DUNS No: <u>78-324-8370</u>	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Brevard County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the corridor planning study along St John's Heritage Parkway from Babcock Street to Malabar Road, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,000,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

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[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] 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."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

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j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit C: Title VI Assurances
- Exhibit D: Recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Contract Payment Requirements
- * Exhibit G: FHWA Form 1273
- * Exhibit H: Alternative Advance Payment Financial Provisions
- * Exhibit I: State Funds Addendum
- * Exhibit J: State Financial Assistance (Florida Single Audit Act)
- * Exhibit K: Advance Project Reimbursement
- * Exhibit L: Landscape Maintenance
- * Exhibit M: Roadway Lighting Maintenance
- * Exhibit N: Traffic Signal Maintenance
- * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT BREVARD COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page
Name:
Title:

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

Local Agency Program Agreement

FPN: 441412-1-18-01

Signature Page: Recipient Brevard County

By: 
Kristine Isnardi, Chair
As approved by the Board on March 26, 2019

Attest:


Scott Ellis, Clerk

Reviewed for legal form and content


Jad Brewer, Assistant County Attorney

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441412-1-18-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Brevard County (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Limits Below.

PROJECT DESCRIPTION:

The planning study is being conducted by Brevard County. The corridor planning study is to evaluate future possible corridors for an extension to the existing St. John's Heritage Parkway, starting at the intersection of Malabar Road traveling south and east to the Babcock Street intersection. The approximate total length of this project is 13.6 miles.

The study should include a purpose and need consistent with Part 2, Chapter 1 of the Project Development and Environment (PD&E) Manual. This includes a combination of travel demand forecasting, land suitability mapping, environmental analysis, public involvement, corridor and alignment alternatives analysis. The Alternative Corridor Evaluation (ACE) process is outlined in Part 1, Chapter 4 of the PD&E Manual. The results of the corridor planning analysis should be provided in a technical report (Alternative Corridor Evaluation Report-ACER) that identifies a preferred corridor or corridors to be evaluated in the future PD&E study.

To ensure compliance with the federal process, the Department has offered technical assistance and will assist with providing relevant documents, reviewing the study scope of services, and with the Efficient Transportation Decision Making (ETDM) screening tool. It is the County's responsibility to ensure the federal process is followed to be eligible for federal funding for future phases of this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to begin by November 4, 2019.
- b) Study to be completed by November 4, 2021.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Brevard County 2725 Judge Fran Jamieson Way, Suite A201 Viera, FL 32940-6605	FINANCIAL PROJECT NUMBER: 441412-1-18-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Planning - Phase 18)				
FY: 2019-2020 (LAP)	\$ 1,000,000.00	\$ _____	\$ _____	\$ 1,000,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$ 1,000,000.00
TOTAL COST OF THE PROJECT	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$ 1,000,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
 District Grant Manager Name

 Signature Date

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Exhibit "C"
TITLE VI ASSURANCES

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

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration*, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **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).

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EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$1,000,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

COPY

COPY

Brevard County Public Works Department

Engineering Services
St. Johns Heritage Parkway
Alternative Corridor Evaluation Study

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Building A, Suite 201
Viera, Florida, 32940

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Professional Services Contract

(St. Johns Heritage Parkway Alternative Corridor Evaluation Study)

This is a Contract entered into by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Inwood Consulting Engineers, Inc., having a principal address of 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765 hereinafter referred to as "Contractor".

Recitals

Whereas, on March 26, 2019 the Board of County Commissioners granted permission to solicit the engineering services for the St. Johns Heritage Parkway Alternative Corridor Evaluation Study, hereafter referred to as "Project"; and

Whereas, the County issued a competitive solicitation for these engineering services pursuant to Request for Qualifications R.F.Q. 5-19-09;

Whereas, the County selected and successfully negotiated these engineering services and related services for the Project and are described in Attachment "A" Scope of Services, attached hereto and made a part hereof by this reference.

Whereas, on March 26, 2019 the Board of County Commissioners also granted permission for the Chair to execute the Professional Services Contract, upon successful negotiations for this Project; and

Now, therefore, in consideration of the mutual agreement hereinafter contained, the County hereby retains the Contractor, and the Contractor hereby covenants to provide professional services as prescribed herein.

The foregoing recitals are true and are incorporated herein by reference.

Section 1 - General Identification of Services

All professional services provided by the Contractor for the County shall be identified in the Scope of Services, attached hereto as Attachment "A", and performed to current professional standards of the applicable discipline and as further set forth in Section 3. No additional work shall be performed under this Contract without a written Notice to Proceed authorized by the County. The written Notice to Proceed for additional services, as approved by the County, shall constitute an addendum to this Contract.

Section 2 - County Obligations

The County agrees that they shall furnish to the Contractor, upon request, any data available in the County's files pertaining to the work to be performed under this Contract.

Section 3 - Professional Services

Upon receipt of Notice to Proceed, Contractor agrees to perform professional services associated with the Scope of Services, Attachment "A" in accordance with the negotiated terms of this Contract, and exercise the degree of care and diligence in performance of the services in accordance with the customary accepted professional standards currently practiced by firms in Florida and as further set forth herein. The Contractor warrants the adequacy of work provided under this Contract, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliance with the standard of care as set forth in this Contract. This remedy shall be cumulative to all other remedies available under law.

The Contractor further agrees the standard of care required of the Contractor to provide the professional services under the Contract includes, and the Contractor shall:

- A. Maintain an adequate staff of experienced qualified personnel licensed in the State of Florida in performing the work.
- B. Comply with federal, state and local laws, and ordinances applicable to the work. Contractor shall comply with Florida Department of Transportation (F.D.O.T.) Form 375-040-84 Local Agency Program (LAP) Terms for Federal-Aid contracts,

attached hereto as Attachment "D" and made a part hereof by this reference.

- C. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other County contractors, as directed by the County.
- E. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time.
- F. Submit for County review design computations, sketches and other data representative of the work's progress which may be stipulated in Attachment "A". Submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review. Any County approval of the Contractor's plans, design and/or specifications shall not be deemed to diminish the Contractor's agreement set forth above.
- G. Confer with the County during the further development and implementation of improvements for which the Contractor has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan or survey revisions required, at no additional cost.
- I. Prior to final approval of the work by the County, conduct and complete a preliminary check of any study documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the County or any other agency shall not be deemed to diminish or discharge the Contractor from the warranties provided for in this Contract.
- J. Testify regarding construction plans in any condemnation action filed by the County in connection with this Project.

Section 4 - Time of Completion

The services to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be completed within the time stated as: **Twenty-four months from the Notice to Proceed.**

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract or should weather conditions, acts of God or hidden conditions delay performance of the Contractor's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled to any damages or any claim for extra compensation.

Section 5 - Compensation

The method of payment applicable to this Contract is lump sum. The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation based on the Schedule of Fees, Attachment "B", attached hereto and made a part hereof by this reference. **The total lump sum cost of the Project shall not exceed \$1,081,278.63.** The fee for these services is the maximum cost to the County for all work performed by the Contractor for the services rendered pursuant to the Scope of Services, Attachment "A". Additional services under this Contract shall, if required and requested, be compensated in accordance with the Schedule of Fees, Attachment "B". A determination of allowable costs in accordance with the Federal cost principles will be performed by the County for services to be rendered under this Contract.

The Contractor shall provide a fully executed Truth In Negotiation Certification in accordance with Section 287.055(5)(a), Florida Statutes prior to execution of this Contract attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference. The Contractor agrees that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the contract.

Section 6 - Payment and Partial Payments

Subject to the County's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the County shall make monthly payments or partial payments to the Contractor for all authorized work performed during the previous

calendar month, and in accordance with the Scope of Services, Attachment "A".

- A. The Contractor shall submit signed invoices to the County.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the Contractor. Each invoice shall include any authorized work and must reference the particular Task Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed and personnel as identified in Attachment "B".
- D. Contractor shall provide a project monitoring status report with each invoice.
- E. The County shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes. County Administrative Order-33 directs the prompt payment of invoices, attached herein as Attachment "E".

Section 7 - Schedule of Work

The County shall have the sole right to determine the units or sections of the work on which the Contractor shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule, the Contractor shall submit such revisions for review and, if warranted, approval by the County in writing.

Section 8 - Right of Decisions

All services shall be performed by the Contractor to reasonable professional standards and practices, and to the reasonable requirements of the County. The County Public Works Director or designee shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be written and shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Contractor does not concur with the decisions of the County, within ten days after determination by the Public Works Director or designee, the Contractor shall present any such objections in writing to the County Public Works Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager's Office and the Public Works Department for review and

disposition at a hearing to be held within ten days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Contractor goes through the appeal process established in this Contract and provided further that the Contractor strictly abides by the ten-day time deadline set forth in this paragraph.

Section 9 - Ownership of Documents

All design calculations, reports, tracings, plans, specifications, maps, contract documents, and/or other work products developed by the Contractor pursuant to this Contract shall become the property of the County without restrictions or limitations upon their use and shall be made available by the Contractor at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

Section 10 - Reuse of Documents

The Contractor may not reuse data or work products exclusively developed for this project by the Contractor for the County without express written permission of the County. The County acknowledges that none of the documents or materials are intended or represented by the Contractor to be suitable for reuse by the County on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Contractor.

Section 11 - Notices

Any notices, reports or other written communications from the Contractor to the County shall be considered delivered when posted by certified mail, delivered in person or by email to: Public Works Department

Tammy Thomas-Wood, Support Services Manager

2725 Judge Fran Jamieson Way, Building A, Suite 201

Viera, FL 32940

tammy.thomas-wood@brevardfl.gov

Any notices, reports or other communications from the County to the Contractor shall be considered delivered when posted by certified mail, delivered in person or by e-mail to the Contractor at the last address left on file with the County or delivered in person to said Contractor or the Contractor's authorized representative.

Section 12 - Audit Rights

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five years from date of final payment or termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following completion or termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon completion or termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 13 – Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference and included in Attachment "E".

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR PUBLIC WORKS:

ROBERT HENDRICKS 321-617-7202 robert.hendricks@brevardfl.gov

2725 Judge Fran Jamieson Way, Suite A-201, Viera, Florida 32940

Section 14 – E-Verify

The Contractor shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Contract; and

- A. Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States 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; and
- B. Contractor agrees to provide a copy of their fully executed E-Verify Memorandum of Understanding prior to execution of this Contract.
- C. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- D. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- E. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 15 - Subcontracting

The Contractor shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. When applicable, the Contractor shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in pertinent documents or data.

Section 16 - Attorney's Fees

In the event of any legal action to interpret or enforce the terms of this Contract or any provision hereof, each party shall bear its own attorney's fees and costs and any trial

shall be non-jury.

Section 17 – Venue

Venue for any legal action brought by any party to this Contract to interpret, construe, or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

Section 18 - Contingent Fees

The Contractor warrants that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, accepting bona fide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the County shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

Section 19 - Termination/Modification of Contract

- A. If through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten days before the effective date of such termination.
- B. The County reserves the right to terminate this Contract, without cause, upon thirty days written notice. The Contractor may terminate this Contract for any reason upon thirty days written notice provided that any outstanding approved work is completed by the Contractor.
- C. In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily, completely,

performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the Contractor, or the percentage or work complete as estimated by the Contractor and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.

- D. The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.
- E. In the event that the Contractor changes names, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the County reserves the right to terminate this Contract subject to the terms described above.
- F. In the event of termination of this Contract, the Contractor agrees to surrender any and all documents prepared by the Contractor for the County in connection with this Contract, of which, the County shall have full ownership thereof, Contractor shall retain copies of such documents for record purposes.

Section 20 - Duration of Contract

This Contract shall be effective from the date of the last signature and remain in full force and effect for the duration of the Project, unless it is terminated as otherwise provided herein.

Section 21 - Default

In the event the Contractor fails to comply with the provisions of this Contract, the County may declare the Contractor in default by written notification. In the event partial payment has been made for professional services not completed, the Contractor shall return any sums due to the County as a result of Contractor's default within ten days after notice and demand that said sums are due. The Contractor shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the County to finish the work to the extent that the County does not incur

additional costs over those set forth in the Contractor's Contract.

Section 22 - Indemnification & Insurance

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor 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.

The County shall be held harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Contractor, or any of their agents or employees, including subcontractors. Such negligent acts by the Contractor include, but are not limited to, any errors or omissions in the Contractor's design services.

The Contractor agrees to fully indemnify the County and pay the cost of the County's

legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause above. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this Contract for this hold harmless/indemnification provision.

The Contractor will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by this Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

- A. **General Liability Insurance** with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- B. **Auto Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles with \$1,000,000 combined single limit for each occurrence.
- C. **Errors and Omissions:** The Contractor shall be liable and responsible for his/her errors and omissions in performance of any and all contract responsibilities. Contractor shall carry professional liability insurance and indemnify the County against his/her errors and omissions as specified herein below.
- D. **Professional Liability Insurance** in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of on any applicable statute of limitations, whichever is longer.
- E. **Workers' Compensation and Employers Liability Insurance** (for statutory limits) as required by Florida Statutes, Chapter 440.

The Contractor shall provide Certificate (s) of Insurance to the County demonstrating

that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificate (s) of Insurance shall indicate that the policies for General Liability and Auto Liability have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be cancelled or modified without thirty days prior written notice to the County.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-consultant's insurance shall be the responsibility of the Contractor.

Section 23 - Quality Control

The Contractor agrees to a high level of quality control and accuracy. The County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected and/or data analysis is found to be accurate and reasonable, the Contractor shall be compensated for the additional work in accordance with Section 5 of this Contract.

The County will evaluate the Contractor's performance within sixty days of final invoice by e-mail to the Contractor. The evaluation will be a public record. The evaluation will be used by the County in determining the Contractor's qualifications for future contracts with the County.

Section 24 – Public Entity Crimes

The Contractor shall provide a fully executed Public Entity Crimes Affidavit in accordance with Florida Statutes 287.133 prior to execution of this Contract attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 25 – Scrutinized Companies

Awarded Contractor shall certify that it and its sub-contractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes if the Contract is for more than one million dollars, the Contractor further certifies that it and its sub-contractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable sub-contracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

Section 26 - Interest of Commissioners and Others

No officers, members or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

No member, officer or employee of the County or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

Section 27 - Interest of Contractor

The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed. The Contractor shall provide a fully executed F.D.O.T. Form 375-030-50 Conflict of Interest/Confidentiality Certification prior to execution of this Contract, attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 28 - Entirety of Contract

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties. This Contract, regardless of

where executed, shall be governed by and construed according to the laws of the State of Florida.

Section 29 – Severability

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract.

In witness whereof, the parties have hereunto set their hands and seals on the day and year written below.

Attest:



Scott Ellis, Clerk

Board of County Commissioners
of Brevard County, Florida



Bryan Lober, Chair

Date: 12/30/2019

As approved by the Board on 3/26/2019

Approved as to legal form and content:



Assistant County Attorney



Inwood Consulting Engineers, Inc.



David S. Dangel, Vice President

STATE OF FLORIDA §
COUNTY OF SEMINOLE §

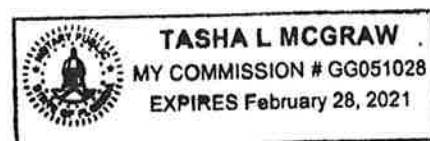
I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared David S. Dangel to me known to be the Vice President of Inwood Consulting Engineers, Inc. or provided _____ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this
16th day of December, 2019.



Signature

Tasha L. McGraw
Notary Name (typed or printed)



Attachment "A" Scope of Services

**SCOPE OF SERVICES
FOR THE
ST. JOHNS HERITAGE PARKWAY ALTERNATIVE CORRIDOR EVALUATION
Brevard County**

This Scope of Services is an attachment which is incorporated into the agreement between Brevard County (hereinafter referred to as the COUNTY) and Inwood Consulting Engineers (hereinafter referred to as the CONTRACTOR) relative to the transportation facility described as follows:

Financial Project ID: 441412-1-22-01

Federal Aid Project No.: TBD

ETDM No.: TBD

County Section No.: N/A

Bridge No.: N/A

Railroad Crossing No.: N/A

Project Type: Highway

Lead Agency: Brevard County

Federal Funding: Yes

Anticipated Class of Action: N/A

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONTRACTOR and the COUNTY for conducting an Alternative Corridor Evaluation (ACE).

All activities encompassed by this Scope of Services include:

- Major work groups include: 2.0

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the Florida Department of Transportation's (hereinafter referred to as the DEPARTMENT) current version of the **PD&E Manual** and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONTRACTOR must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the CONTRACTOR and / or the COUNTY.

The CONTRACTOR must demonstrate good project management practices while working on this Project, including effective communication with the COUNTY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the study, the CONTRACTOR shall set up and maintain a contract file. The CONTRACTOR and any subcontractors are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The COUNTY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The COUNTY's technical reviews will focus on high-level conformance and are not meant to substitute CONTRACTOR quality reviews of deliverables. The CONTRACTOR is fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

2.1 PROJECT OBJECTIVES

The CONTRACTOR shall conduct an Alternative Corridor Evaluation (ACE) to evaluate potential new corridors / alignments from Babcock Street to Malabar Road, a distance of approximately fourteen (14) miles.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONTRACTOR will conduct the appropriate level of engineering and environmental analyses related to evaluating alternative corridors for this Project, as outlined in the **PD&E Manual**, the **FDM**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available.

The CONTRACTOR will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Planning Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

2.2.1 Governing Regulations

Services performed by the CONTRACTOR must comply with all applicable COUNTY and/or DEPARTMENT Manuals and Guidelines. The CONTRACTOR will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- ETDM Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Florida Greenbook
- Interchange Access Request User's Guide
- Highway Capacity Manual (HCM)
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities

- AASHTO Guide for the Development of Pedestrian Facilities
- Highway Safety Manual (HSM)
- Right of Way Mapping Handbook
- Right of Way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide
- Structures Manual
- CADD Manual
- Quality / Level of Service Handbook
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Project Management Handbook
- FDOT Traffic Engineering Manual

2.2.2 Liaison Office

The COUNTY and the CONTRACTOR will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this Project. The COUNTY Project Manager shall be responsible for coordination with the CONTRACTOR pertaining to all contractual matters, invoicing and reporting. The COUNTY Project Manager shall also be responsible for approval of any additional staffing to be provided (approval must be coordinated with the COUNTY) and shall give approval of all products and services. The CONTRACTOR will assign a Project Manager who will communicate regularly with the COUNTY Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the COUNTY Project Manager.

The CONTRACTOR must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONTRACTOR's work must be performed to DEPARTMENT and COUNTY standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the COUNTY. To the extent possible, the CONTRACTOR must minimize the COUNTY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONTRACTOR shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONTRACTOR is responsible for ensuring that staff assigned to work under this Agreement has the training established by the DEPARTMENT as a prerequisite for CONTRACTOR staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the COUNTY on this contract, and shall only be recoverable through overhead for the CONTRACTOR firm.

The CONTRACTOR must request approval from the COUNTY's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment and must be approved by Procurement. The CONTRACTOR shall submit a copy of the resume and payroll register before new staff can be added.

The CONTRACTOR must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by COUNTY and/or DEPARTMENT standards.

The CONTRACTOR and its employees, agents, representatives, or subcontractors are not employees of the COUNTY and are not entitled to the benefits of Brevard County employees. Except to the extent expressly authorized herein, CONTRACTOR and its employees, agents, representatives, or subcontractors are not agents of the COUNTY for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the COUNTY. The COUNTY shall not be bound by any unauthorized acts or conduct of CONTRACTOR.

2.2.4 Subcontractor

Services assigned to any subcontractors must be approved in writing and in advance by the COUNTY Project Manager, Procurement Office, and the CONTRACTOR Project Manager in accordance with this Scope of Services. All subcontractors must be technically qualified by the COUNTY to perform all work assigned to them. Additional subcontractors with specialized areas of expertise may be required to complete specific assignments. Any subcontractors to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the COUNTY Project Manager, Procurement Office and the CONTRACTOR Project Manager and documented in the contract file prior to any work being performed by the subcontractors.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The CONTRACTOR Project Manager will support the COUNTY Project Manager in coordination with the appropriate agencies.

2.2.6 Meetings and Presentations

Led by the COUNTY Project Manager, the CONTRACTOR will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and Project information provided by the COUNTY Project Manager.

The CONTRACTOR shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other CONTRACTORS, or other miscellaneous meetings. It is anticipated that twenty-four (24) progress and miscellaneous review meetings will be needed. Additionally, the CONTRACTOR and the COUNTY will conduct a 30-minute bi-weekly coordination teleconference and quarterly meetings with the DEPARTMENT.

The CONTRACTOR will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days' notice. The CONTRACTOR will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the COUNTY's Project Manager for review.

2.2.7 Communication

The COUNTY Project Manager will be the representative of the COUNTY for the Project. The CONTRACTOR must regularly communicate with the COUNTY Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONTRACTOR must include the COUNTY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the COUNTY Project Manager.

All written correspondence between the CONTRACTOR and any party pertaining specifically to this Project must be reviewed and approved by the COUNTY. The CONTRACTOR must respond to information requests relative to the Alternative Corridor Evaluation from third parties at the direction, and with the approval, of the COUNTY. The CONTRACTOR will assist the COUNTY in preparing the content of the letters from COUNTY personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The COUNTY requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans and design are correct and complete, appropriate

for the intended purposes, and conform to requirements of this Scope of Services. The CONTRACTOR is responsible for the quality of all (including the subcontractor's) deliverables. The CONTRACTOR will independently and continually review deliverables for accuracy and completeness. The CONTRACTOR must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONTRACTOR must submit its QC Plan to the COUNTY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONTRACTOR Project Manager and the CONTRACTOR QC Manager.

The CONTRACTOR must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, or any documents used or referenced in the QC Plan. The CONTRACTOR must maintain documentation which show the QC Plan process was followed. The COUNTY Project Manager may request from the CONTRACTOR document reviews and written resolution of comments at any time during the study.

2.2.9 Schedule

Within twenty (20) business days after the Notice to Proceed, and prior to the CONTRACTOR beginning work, the CONTRACTOR shall submit a detailed Project activity / event schedule to the COUNTY. The schedule must indicate all required submittals, critical path activities, and key project milestones.
CONTRACTOR

The schedule must be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONTRACTOR shall allow for a review period of at least (ten) 10 business days for each draft technical report or memorandum.

Periodically throughout the life of the contract, the CONTRACTOR must review the project schedule, payout, and fiscal progress curves to monitor the progress of the project. The CONTRACTOR shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress and payout curves, to the COUNTY Project Manager. Any adjustments or changes to the approved schedule must be approved by the COUNTY Project Manager.

2.2.10 Submittals

The CONTRACTOR will compile and transmit draft documents identified in this Scope of Services to the COUNTY for review. For each submittal, the CONTRACTOR will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the COUNTY Project Manager.

The COUNTY will review draft submittals and provide the CONTRACTOR with review comments. The CONTRACTOR will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONTRACTOR will assist the COUNTY in resolving the comments received from resource agencies and the public, including preparation of individual responses.

Provisions for Work:

- Quality Control Plan
- Project Schedule
- Public Involvement Plan
- Comments and Coordination Report
- Existing Conditions Technical Memorandum
- Methodology Memorandum
- Alternative Corridor Evaluation Report

Other Submittals:

The CONTRACTOR will submit to the COUNTY final reports and other deliverables identified in this section. The CONTRACTOR will submit to the COUNTY two (2) sets of CDs/DVDs or other portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONTRACTOR will transfer to the COUNTY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Alternative Corridor Evaluation in an acceptable portable storage drive.

2.2.11 Computer Automation

The CONTRACTOR shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes software available to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONTRACTOR to meet the CADD production requirements in the **FDOT CADD Manual**. The CONTRACTOR must submit final documents and files as described in the **FDOT**

CADD Manual. Additional related information is found in the **FDM** and **Florida Greenbook**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files.

Upon COUNTY approval, the CONTRACTOR may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONTRACTOR must agree to provide original electronic files in a format and standard consistent with the DEPARTMENT's policies and procedures.

All electronic files must be scanned for viruses prior to submitting to the COUNTY. Failure to scan for viruses may result in a lower CONTRACTOR work performance evaluation.

2.2.12 Conflict of Interest

The CONTRACTOR or any affiliate is not eligible to pursue advertised work in the CONTRACTOR's area of oversight or any project for which the CONTRACTOR developed the Scope of Services. Subcontractors are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term "affiliate" is defined in **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

The CONTRACTOR and its subcontractors will not enter into another contract during the term of the Contract for this Project which would create or involve a conflict of interest with the services herein. The CONTRACTOR and its subcontractors must comply with **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

2.3 COORDINATION WITH OTHER CONTRACTORS AND ENTITIES

The CONTRACTOR will coordinate work activities with any ongoing and / or planned projects that may affect this Project. The COUNTY and CONTRACTOR shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The CONTRACTOR will inform the COUNTY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The COUNTY Project Manager shall be included in all such coordination activities.

2.4 CONTRACT MANAGEMENT

The CONTRACTOR is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONTRACTOR is responsible for preparing monthly progress

reports and schedule updates. Progress reports will be delivered to the COUNTY in a format prescribed by the COUNTY Project Manager with the corresponding invoice.

The CONTRACTOR will regularly communicate the status of the project with the COUNTY while managing subcontractor efforts and executing subcontractor agreements.

2.5 ADDITIONAL SERVICES

The CONTRACTOR will be requested to provide the following additional services for this Project.

2.5.1 Alternative Corridor Evaluation

An Alternative Corridor Evaluation, including the Methodology Memorandum.

2.5.2 Advance Notification / ETDM

The CONTRACTOR shall assist the COUNTY and/or DEPARTMENT with activities supporting the Efficient Transportation Decision Making (ETDM) Planning Screen. This include assistance with the Advance Notification, Preliminary Environmental Discussion (PED), corridors screenings, uploading content to the Environmental Screening Tool (EST), responses to agency comments, Dispute Resolution, the development of the Methodology Memorandum and developing and publishing the Planning Screen Summary Report.

2.5.3 Scoping

Not applicable.

2.5.4 Notice of Intent

Not applicable.

2.5.5 Transit Coordination Plan

Not applicable.

2.6 SERVICES TO BE PERFORMED BY THE COUNTY

The COUNTY will provide the following services and materials:

- Lead and participate in coordination efforts with the DEPARTMENT, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.

- As applicable, provide project data currently on file and available from study partners, such as:
 - Travel market analysis or ridership forecasting;
 - Planned new development or redevelopment including Developments of Regional Impact (DRIs) data, Community Reinvestment Act (CRA) plans, streetscape, landscape, road diet, or context sensitive design efforts;
 - , Planning studies, environmental evaluations, etc.;
 - Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
 - Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use, and signal priority, Transportation Management Plan;
 - Traffic analyses for the study area/corridors;
 - Previously conducted transit vision plans, transit feasibility studies, comprehensive operations analyses, transit development plans, etc.;
 - All information in its the possession of the COUNTY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor
 - All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction;
 - All future information that is in possession or may become available to the COUNTY pertaining to subdivision plans, so that the CONTRACTOR may take advantage of additional areas that can be utilized as part of the existing right of way;
 - Coordination with the State Historic Preservation Officer;
 - Existing right of way maps
 - Available traffic and planning data;
 - Proposed right of way cost data;
 - All applicable COUNTY agreements with Utility Agency Owners;
 - Letters of authorization designating the CONTRACTOR as an agent of the COUNTY to enter lands, waters, and premises of another in the performance of duties in accordance with **Section 337.274, F.S.**;
 - Reviews of technical reports

2.7 OPTIONAL SERVICES

Not applicable.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The CONTRACTOR will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

The CONTRACTOR will provide the COUNTY drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least 30 days business days prior to printing and / or distribution.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Plan

The CONTRACTOR is responsible for creating the PIP using existing work developed by the COUNTY as a starting reference. The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. The CONTRACTOR will review and attach the Sociocultural Data Report (SDR) to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP must include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

As part of the Project's PIP the CONTRACTOR will develop public involvement materials using the COUNTY's approved template and submit the information to be uploaded to the COUNTY's project website. The COUNTY will maintain a webpage on the COUNTY's website for the duration of the study.

3.1.2 Public Involvement Data Collection

The CONTRACTOR will assist the COUNTY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONTRACTOR will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The CONTRACTOR is responsible for identifying and maintaining the Project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONTRACTOR will generate or obtain mailing labels of property owners using the ETDM Environmental Screening Tool (EST) or the County Property Appraisers' Offices.

The CONTRACTOR will investigate potential meeting locations to advise the COUNTY of their suitability. The COUNTY will ultimately approve the meeting location. The CONTRACTOR will pay all costs for meeting location rental and insurance (if required). The CONTRACTOR will be responsible for logistics associated with setting up the meeting.

3.2 SCHEDULED PUBLIC MEETINGS

The CONTRACTOR will actively support the COUNTY in conducting various public meetings, which may be conducted during weekends or after normal working hours. The CONTRACTOR will support the COUNTY in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 1 Environmental Technical Advisory Team (ETAT) webinar
- 4 meetings with the Space Coast Transportation Planning Organization (TPO)
- 2 briefings to the City of Palm Bay
- 2 briefings to the Brevard County Commission
- 2 public meetings
- 20 unscheduled/small group meetings
- 4 Project Advisory Group Meetings

As applicable, the CONTRACTOR will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts
- Presentation video
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down

- Display advertisements (The CONTRACTOR will pay the cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CONTRACTOR will pay the cost of postage)
- News releases or project fact sheets. The COUNTY must review new releases and fact sheets at least two (2) weeks before the meeting or mail out
- Meeting summaries provided to the COUNTY no later than five (5) business days after the meeting
- Preparation of response letters for COUNTY signature on public comments

Any materials prepared by the CONTRACTOR for such meetings as listed above are subject to review and approval by the COUNTY. The CONTRACTOR shall provide the COUNTY with a draft of any proposed materials at least two weeks prior to the meeting.

The CONTRACTOR will assist the COUNTY when facilitating the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the CONTRACTOR and approved by the COUNTY upon review. The CONTRACTOR will participate in briefing and debriefing meetings with the COUNTY staff related to the public meeting.

The CONTRACTOR will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the COUNTY Project Manager, to assist the COUNTY in such meetings.

The COUNTY may request the CONTRACTOR to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The COUNTY may also request the CONTRACTOR to meet with individual property owners.

3.3 PUBLIC HEARING

Not applicable.

3.4 COMMENTS AND COORDINATION REPORT

The CONTRACTOR will prepare Comments and Coordination Report documenting all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual**.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT

Not applicable.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The COUNTY will identify and list any special or additional public involvement requirements.

- General Public Correspondence
- The CONTRACTOR shall prepare up to four (4) newsletters

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONTRACTOR activities to conduct and prepare engineering analyses and reports shall be done under the direction of the COUNTY Project Manager. The CONTRACTOR shall perform engineering activities essential to developing and evaluating Project alternatives Consistent with an Alternative Corridor Evaluation. The CONTRACTOR will gather and review existing data from the COUNTY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONTRACTOR will collect additional data necessary to supplement existing data. CONTRACTOR

The CONTRACTOR will verify the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, input received through the public involvement process and from the Planning Screen Summary Report.

The CONTRACTOR shall develop and analyze alternative corridors to address the Project needs and objectives. Development of the alternative corridors will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the COUNTY will recommend alternative corridors to advance to the PD&E Study phase.

4.1 REVIEW OF PREVIOUS PLANNING STUDIES

The CONTRACTOR shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**.

4.2 EXISTING CONDITIONS ANALYSIS

The CONTRACTOR will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The CONTRACTOR will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

The CONTRACTOR will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY

Not applicable.

4.4 GEOTECHNICAL INVESTIGATION

The CONTRACTOR will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NCRS) maps, US Coast and Geodetic Survey (USGS) maps, and summarize the findings.

4.5 TRAFFIC ANALYSIS

The CONTRACTOR will review existing traffic data from planning studies to carry out traffic analysis for this Project and determine whether additional data may be needed from the COUNTY. The CONTRACTOR will conduct the following Traffic Analysis and Planning studies:

4.5.1 Traffic Analysis Methodology

The CONTRACTOR will perform traffic analysis in accordance with guidance from the **PD&E Manual**, **Traffic Analysis Handbook**, and the latest **Project Traffic Forecasting Handbook**. The CONTRACTOR will prepare an analysis methodology which must be agreed upon by the DEPARTMENT prior to beginning any analysis. The methodology must state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions. The development of future forecast data must use the currently adopted version of the Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) travel demand model: District Five Regional Planning Travel Demand Model (please see Section 4.5.6)

CONTRACTOR

All traffic analysis documentation must be written in plain language and in a format that can be easily followed. The CONTRACTOR must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the COUNTY.

4.5.2 Traffic Counts

The CONTRACTOR will utilize readily available existing count data from the Space Coast TPO, Brevard County, and FDOT. In addition, the CONTRACTOR

will collect 72-hour volume counts for eleven (11) locations to be identified at the methodology meeting.

4.5.3 Pedestrian, Bicycle, and Other Multimodal Data

Not applicable.

4.5.4 Existing Traffic Operational Analysis

The CONTRACTOR will conduct an existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be reasonably balanced before being used in the analysis.

4.5.5 Calibration and Validation

The CONTRACTOR will perform a base year sub-area validation refinement for the study area, using the current adopted model.

4.5.6 Future Demand Forecasting

Future land use data for the travel demand model will be initially based upon the most-current socioeconomic data from the SCTPO's ongoing long-range transportation plan. Socioeconomic model data scenarios will also be developed based upon Task 5.1.3.

No Build Model Forecast Daily Traffic: The CONTRACTOR will develop a 2040 No-Build Forecast Traffic Model and use this model to develop the Average Annual Daily Traffic (AADT) forecast volumes for the No Build Alternative. This model will be based on the refined base year model developed above, and the current adopted 2040 LRTP Cost Feasible model.

Build Model Forecast Daily Traffic: The CONTRACTOR will develop 2040 Build alternative model(s) and use these models to develop the AADT forecast volumes for the Build Alternative(s), based on the No Build Alternative model developed above. Up to 10 build alternatives will be prepared to model various combinations of land use and roadway network alignments.

Future No Build and Build Alternatives Forecasts: The CONTRACTOR will verify the reasonableness of the travel demand model forecasts for the No Build and Build Alternatives using growth rates from historical traffic trends analysis and population projections from the Bureau of Economic and Business Research

(BEBR). Based on this comparison, the CONTRACTOR shall develop Build and No Build Alternative traffic growth for the study area.

The CONTRACTOR will prepare a Project Traffic Forecasting Technical Memorandum that documents the development of the future year No-Build Alternative daily traffic volumes (including the subarea travel demand model validation).

4.5.7 Design Hour Traffic Development

No Build Volumes: Based on No Build growth rates developed above, the CONTRACTOR will develop opening year and design year design hourly volumes for the No Build Alternative in accordance with the **Project Traffic Forecasting Procedure, Topic No. 525-030-120**.

Build Alternatives Volumes: Based on Build Alternative growth rates developed above, the CONTRACTOR will develop opening year and design year design hour volumes for up to ten (10) Build Alternatives.

4.5.8 No Build Analysis

The CONTRACTOR will analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONTRACTOR will evaluate the operational effectiveness of the No Build Alternative using Generalized levels of service for regional roadways.

4.5.9 Development and Screening of Alternatives

The CONTRACTOR will identify, develop, assess, and screen alternative corridors that would meet the purpose and need for this Project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products.

By considering project goals and objectives, purpose and need, and results of ETDM Planning screen event, the CONTRACTOR in consultation with the COUNTY, will identify and document alternatives to be eliminated from further detailed study. Only viable or feasible alternatives should be carried forward for detailed study.

4.5.10 Operational Evaluation of Build Alternatives

The CONTRACTOR will analyze the operational performance of viable or feasible alternative(s) for opening and design. The CONTRACTOR will evaluate the operational effectiveness of Build Alternatives consistent with the No-Build Alternative.

4.5.11 Project Traffic Analysis Technical Memorandum

As described in **Part 2, Chapters 2 and 3** of the **PD&E Manual**, the CONTRACTOR will prepare a summary report to document development of design traffic volumes and results of the traffic analysis for No Build and Build Alternatives. The results must be shown on diagrams for each alternative and discussed in the report. The Project Traffic Analysis Technical Memorandum will also summarize the comparison of the operational performance of all alternatives evaluated in detail and how they perform against each other.

4.5.12 Interchange Access Request

Not applicable.

4.5.13 Traffic Data for Noise Study

Not applicable.

4.5.14 Traffic Data for Air Analysis

Not applicable.

4.5.15 Preliminary Signal Warrant Volume Analysis

Not applicable.

4.6 SIGNAGE

Not applicable.

4.7 TOLLING CONCEPTS

Not applicable.

4.8 SAFETY

4.8.1 Crash Data

Not applicable.

4.8.2 Safety Analysis

Not applicable.

4.8.3 Documentation of Safety Analysis

Not applicable.

4.9 UTILITIES AND RAILROAD

The CONTRACTOR will obtain information regarding utilities in the study area.

4.9.1 Utilities

The CONTRACTOR shall identify and map the location and type of utilities that may be impacted.

4.9.2 Railroads

Not applicable.

4.10 ROADWAY ANALYSIS

4.10.1 Design Controls and Criteria

The CONTRACTOR will prepare design controls and criteria for developing alternative corridors and designing initial geometrics and other roadway elements according to the DEPARTMENT and/or COUNTY standards.

4.10.2 Typical Section Analysis

The CONTRACTOR will develop up to six (6) conceptual typical sections for the Project alternatives which address transportation needs and context. Development of typical sections must consider Context Sensitive Solutions and Complete Streets approaches and the needs of all Project users.

4.10.3 Geometric Design

The CONTRACTOR will develop up to ten (10) alternative corridors using the established Project design controls and criteria.

4.10.4 Intersections and Interchange Evaluation

Not applicable.

4.10.5 Access Management

Not applicable.

4.10.6 Multimodal Accommodations

Not applicable; covered in 4.10.2 Typical Section Analysis.

4.10.7 Maintenance of Traffic

Not applicable.

4.10.8 Lighting

Not applicable.

4.11 IDENTIFY CONSTRUCTION SEGMENTS

Not applicable.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

Not applicable.

4.13 STRUCTURES

4.13.1 Existing Structures

The CONTRACTOR will collect the existing structures data as identified in **Part 2, Chapter 3** of the **PD&E Manual**.

4.13.2 Structure Typical Sections

Not applicable.

4.13.3 Structure Design Alternatives

The CONTRACTOR will identify potential locations where bridges may be required. The CONTRACTOR will develop one (1) typical section per bridge.

4.14 DRAINAGE

The CONTRACTOR will perform Drainage analysis in accordance with the **Drainage Manual** and **Part 2, Chapters 11 and 13** of the **PD&E Manual**. The CONTRACTOR shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

4.14.1 Floodplain and Environmental Permit Data Collection

The CONTRACTOR will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data from relevant sources including local government, local agencies, and regulatory agencies. This information will be mapped and analyzed in the Alternative Corridor Evaluation Report.

4.14.2 Drainage Analysis

Not applicable.

4.14.3 Floodplain Compensation Analysis

Not applicable.

4.14.4 Stormwater Management Analysis

Not applicable.

4.14.5 Drainage Design

Not applicable.

4.14.6 Location Hydraulics Report

Not applicable.

4.14.7 Bridge Hydraulic Evaluation

Not applicable.

4.15 LANDSCAPING ANALYSIS

Not applicable.

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES

4.16.1 Construction Cost Estimates

The CONTRACTOR will develop construction cost estimates using the engineers estimates. The CONTRACTOR will be responsible for reviewing and updating the cost estimate when scope changes occur, and at applicable project milestones.

4.16.2 Right of Way Cost Estimates

The CONTRACTOR will determine the minimum right of way requirements for up to ten (10) corridors.

The COUNTY will estimate the cost for right of way acquisition, as well as cost estimates for relocations and business damages, if any.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Alternatives Evaluation

The CONTRACTOR will establish evaluation criteria at the beginning of the Project, which must be agreed upon with the COUNTY before use in the comparative evaluation of alternatives. After developing the viable alternative corridors, analyzing alternatives and estimating costs, the CONTRACTOR will prepare a matrix which compares the impacts and costs of the alternatives evaluated in the Alternative Corridor Evaluation. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

4.17.2 Selection of Recommended Alternative

Not applicable.

4.17.3 Value Engineering

Not applicable.

4.18 CONCEPT PLANS

The CONTRACTOR will prepare planning level concept plans for up to three (3) alternative corridors in appropriate scales overlaid on the base map.

4.18.1 Base Map

The CONTRACTOR will produce a base map of the project area using DEPARTMENT's CADD standards. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONTRACTOR will prepare base maps for the following uses (at noted scales):

- Overall Project Location Map 1: 2000

4.18.2 Alternatives Concept Plans

The CONTRACTOR shall will prepare and overlay concept plans on the base map for three (3) viable alternative corridors. The concept plans will depict planning-level alternative corridors consistent with the Alternative Corridor Evaluation process.

4.18.3 Preferred Alternative

Not applicable.

4.18.4 Typical Section Package

Not applicable.

4.18.5 Design Exceptions and Design Variations

Not applicable.

4.19 TRANSPORTATION MANAGEMENT PLAN

Not applicable.

4.20 RISK MANAGEMENT

Not applicable.

4.21 ENGINEERING ANALYSIS DOCUMENTATION

Not applicable.

4.22 PLANNING CONSISTENCY

4.22.1 Transportation Plans

Not applicable.

4.22.2 Planning Consistency Form

Not applicable.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project.

CONTRACTOR activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The CONTRACTOR will collect pertinent environmental data, conduct analyses, and document the results of this analysis within the Alternative Corridor Evaluation Report.

5.1 SOCIOCULTURAL EFFECTS

THE CONTRACTOR will analyze the sociocultural effects of the project as identified in the following subsections.

5.1.1 Social

- **Community Cohesion:** The CONTRACTOR will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.
- **Special Community Designation:** The CONTRACTOR will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- **Safety / Emergency Response:** The CONTRACTOR will identify and assess potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.
- **Demographics:** The CONTRACTOR will identify and assess potential Project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area.

5.1.2 Economic

- Not applicable.

5.1.3 Land Use Changes

The CONTRACTOR will evaluate the Project's consistency with the physical character of the area and applicable community plans. The CONTRACTOR shall also evaluate land use scenarios that consider future land use, population and employment data consistent with the Federal Highway Administration's (FHWA) Scenario Planning Guidance. This information will be used in support of revising and/or updating the socioeconomic data in the adopted model to assess the impacts of land use on the transportation network.

5.1.4 Mobility

Not applicable.

5.1.5 Aesthetics

Not applicable.

5.1.6 Relocation Potential

The CONTRACTOR will identify and map residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project.

5.2 CULTURAL RESOURCES

5.2.1 Archaeological and Historic Resources

The CONTRACTOR will identify and map archaeological sites and historic resources within the Project's Area of Potential Effects (APE) and determine the potential impacts to these resources.

5.2.2 Recreational, Section 4(f)

- The CONTRACTOR shall identify any resources protected under Section 4(f).

5.3 NATURAL RESOURCES

The CONTRACTOR will assess and summarize each of the natural resource issues in the Alternative Corridor Evaluation Report.

5.3.1 Wetlands

Wetlands and Surface Waters: The CONTRACTOR will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONTRACTOR will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. The CONTRACTOR will document the results of a Wetlands Evaluation in the Alternative Corridor Evaluation Report.

5.3.2 Essential Fish Habitat

Not applicable.

5.3.3 Wildlife and Habitat

Analysis and Report: The CONTRACTOR will perform research, field reviews, survey, and coordination necessary to determine Project involvement with and

any potential impacts to federal and state protected, threatened or endangered species and their habitats.

The CONTRACTOR will assess project's potential impacts to wildlife and habitat in accordance with **Part 2, Chapter 16** of the **PD&E Manual**.

5.3.4 Natural Resource Evaluation Report

Not applicable.

5.3.5 Water Quality

Not applicable.

5.3.6 Special Designations

Not applicable.

5.3.7 Identify Permit Needs

Not applicable.

5.3.8 Farmland

If applicable, the CONTRACTOR will document the presence of farmland using Geographic Information Systems (GIS) or related data.

5.4 PHYSICAL EFFECTS

The CONTRACTOR will summarize each of the physical effect issues in the Alternative Corridor Evaluation Report, as applicable. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

5.4.1 Noise

The CONTRACTOR will identify potential noise sensitive sites for documentation in the Alternative Corridor Evaluation Report.

5.4.2 Transit Noise and Vibration Analysis

Not applicable.

5.4.3 Air Quality

Not applicable.

5.4.4 Construction Impact Analysis

Not applicable.

5.4.5 Contamination

The CONTRACTOR will gather data, review data, and identify contamination sites within the project area using Geographic Information Systems (GIS) or similar data sources.

5.5 CUMULATIVE EFFECTS EVALUATION

Not applicable.

5.6 PROJECT COMMITMENTS RECORD

Not applicable.

6.0 ENVIRONMENTAL DOCUMENT

Not applicable.

Attachment "B" Schedule of Fees

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Notes:

1. This sheet is to be used by Project Consultants to calculate the Good Time fee.
2. Manually enter fee for each subcontract. Unrated subcontract fees may be added.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Consult. Name: Kirtelson & Associates, Inc.
Consult. No.
Date: 10/30/2019

SALARY RELATED COSTS:			
OVERHEAD	21.20%		\$74,622.54
OPERATING MARGIN:	27.50%		\$166,113.70
FCFM (Facilities Capital Cost Money):	0.302%		\$1,521.20
EXPENSES:	4.94%		\$394.69
SALARY RELATED SUBTOTAL:			\$3,883.95
Survey (Field - if/for Sub)		/ day	\$276,616.08
SUBTOTAL - SUBCONSULTANT			\$276,616.08
Optional Services			\$270
SUBCONSULTANT TOTAL ESTIMATED FEE:			\$276,886.08

Note: This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: RFQ-5-19-09 - St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE)
 County: Broward
 FPN: 441412-1-22-01
 FAP No.: N/A
 Consult Name: Southwestern Archaeological Research, Inc. (dba SEARCH)
 Consult No.:
 Date: 10/30/2019
 Estimator:

Staff Classification	Total Staff Hours From SH Summary - Firm*	Archaeologist	Chief Archaeologist	GIS Specialist	Project Manager 2	Scientist	Secretary/Clerical	Senior Archaeologist	Senior Scientist						SH By Activity	Salary Cost By Activity	Average Rate Per Task
Project Description and Objectives	0	0	0	0	0	0	0	0	0	\$27.34	\$20.91	\$32.23	\$35.04	0	0	\$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	103	1	31	10	26	10	10	15	0	0	0	0	0	0	103	\$3,960	\$38.45
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	103	1	31	10	26	10	10	15	0	\$272.40	\$209.10	\$483.45	\$0.00	0	103	\$3,960.01	\$38.45
Total Staff Cost																	

Overhead: 94.32%
 OPERATING MARGIN: 28.10%
 FCCM (Facilities Capital Cost Money): 0.328%
 EXPENSES: 5% (13%)
 SALARY RELATED SUBTOTAL: 0.00 4-man crew day: \$ / day
 Survey (Field - if by Sub)
 SUBTOTAL - SUBCONSULTANT
 Optional Services
 SUBCONSULTANT TOTAL ESTIMATED FEE:

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: RFQ-19-09 - St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE)
 County: Brevard
 FPN: 441412-1-22-01
 FAP No: N/A
 Consult. Name: Environmental Transportation Planning, LLC
 Consult. No:
 Date: 10/30/2019
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Planner	Senior Planner	Summary																Average
		\$77.25	\$53.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Salary Cost By Activity	Rate Per Task
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	63	60	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63	\$4,494	\$71.34
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	63	60	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63		
Total Staff Cost		\$4,335.00	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,494.42	\$71.34

SALARY RELATED COSTS:
 OVERHEAD: 83.71%
 OPERATING MARGIN: 20.00%
 FCCM (Facilities Capital Cost Money): 0.000%
 EXPENSES: 2.41%
SALARY RELATED SUBTOTAL:
 Survey (Field - if by Sub) 0.00 4-man crew day: \$ / day
SUBTOTAL - SUBCONSULTANT
 Optional Services
SUBCONSULTANT TOTAL ESTIMATED FEE:

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:

County:

FPN:

FAP No.:

RRQ-19-09 - St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE)

Brevard

441412-1-22-01

N/A

Consult Name: Florida Bridge and Transportation, Inc.

Consult No.

Date: 10/30/2019

Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Designer	Chief Engineer 2	Engineer 1	Project Manager 3	Senior Engineer 1								SH By Activity	Salary Cost By Activity	Average Rate Per Task
Project Description and Objectives	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!
Engineering Analysis & Report	88	13	9	18	22	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	88	88	\$5,270	\$59.89
Environmental Analysis & Reports	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!
Environmental Document	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!
Design Services	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!
Total Staff Hours	88	13	9	18	22	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	88	88	\$5,270.27	\$59.89
Total Staff Cost		\$596.05	\$719.46	\$696.96	\$1,590.16	\$1,667.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,270.27	\$5,270.27

SALARY RELATED COSTS:

OVERHEAD:

156.69%

OPERATING MARGIN:

37.00%

FCCM (Facilities Capital Cost Money):

0.859%

EXPENSES:

0.00%

SALARY RELATED SUBTOTAL:

\$15,523.53

Survey (Field - if by Sub)

0.00

SUBTOTAL - SUBCONSULTANT

\$15,523.53

Optional Services

\$0.00

SUBCONSULTANT TOTAL ESTIMATED FEE:

\$15,523.53

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Consult Name: Geotechnical and Environmental Consultants, Inc.

Drawn No: 16/000019

Estimate No: 16/000019

RFQ-19-09 - St. John Heritage Railway Alternative Corridor Evaluation (ACE)

Drawn: 441412-1-22-21

Estimate No: N/A

Name of Project:

County:

FFN:

Staff Classification	Chief Designer	Chief Engineer 1	Chief Engineer 2	Chief Scientist	Contract Coordinator	Engineer 1	Engineer 2	Engineering Intern	Engineering Technician	Principal Engineer	Senior Engineer 1	Senior Engineer 2	Senior Engineering Technician	Secretary/Clerical	SH By	Salary Cost By Activity	Average Rate Per Trade
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	47000
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	47000
Engineering Analysis & Report	54	0	0	0	0	0	0	18	0	0	0	0	0	0	0	\$2,480	\$46.00
Environmental Analysis & Report	40	0	0	0	0	0	0	15	0	0	0	0	0	0	0	\$1,604	\$40.35
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	47000
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	47000
Total Staff Hours	94	0	0	0	0	0	0	33	0	0	0	0	0	0	0	\$0	47000
Total Staff Cost	\$4,302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,575.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,302

SALARY RELATED COSTS:	
OVERHEAD:	230.00%
OPERATING MARGIN:	32.00%
FOCM (Facilities Capital Cost Money):	1.31%
EXPENSES:	2.53%
SALARY RELATED SUBTOTAL:	0.00
Survey (Field - if by Sub)	4-man crew day 5 / day
SUBTOTAL - SUBCONSULTANT	\$15,304.31
Optional Services	\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:	\$15,304.31

Note:
1. This sheet is to be used by Subconsultant to calculate its fee.

Attachment "C" Completed Forms

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.

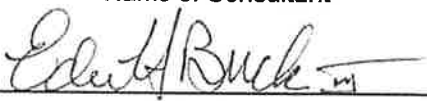
The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

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.

Inwood Consulting Engineers, Inc.

Name of Consultant

By: _____



Edwin H. Buck, III, PE
Chief Executive Officer

6/27/19

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-030-50
PROCUREMENT
OGC - 03/17

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ 5-19-09	St. Johns Heritage Parkway Alternative Corridor Evaluation Study	441412-1-18-01

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

Printed Names	Signatures	Date
Edwin H. Buck, III, PE		6/27/19
David Dangel, PE		6/27/19

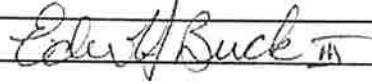
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Inwood Consulting Engineers, Inc.

By: Edwin H. Buck, III, PE



Date: 6/27/2019

Title: Chief Executive Officer

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

Name of Consultant:

By: Edwin Buck, III, PE Date: 6/27/2019

Authorized Signature



Title: Chief Executive Officer

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 checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Inwood Consulting Engineers, Inc.</u> <u>3000 Dovera Drive, Suite 200</u> <u>Oviedo, FL 32765</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
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: <u>Edwin H. Buck III</u> Print Name: <u>Edwin H. Buck, III</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>407-971-8850</u> Date (mm/dd/yyyy): <u>06/27/19</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared Edwin H. Buck, III,
_____ who, being by me first duly sworn, made the following
statement:

1. The Business address of 3000 Dovera Drive, Suite 200, Oviedo, FL 32765 (name of bidder or contractor) is Inwood Consulting Engineers, Inc.
2. My relationship to Inwood Consulting Engineers, Inc. (name of bidder or contractor) is Chief Executive Officer (relationship such as sole proprietor, partner, president, vice president).
3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or conviction" is defined by the statute to mean a finding of guilt or a adjudication of guilt, in any federal or state trial court of record relating to charges brought my indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~
A copy of the order of the Division of administrative Hearings is attached to this statement.

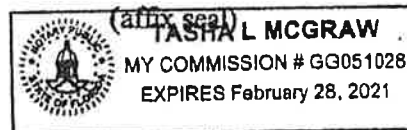
(Draw a line through paragraph 7 if paragraph 6 above applies.)

Edu of Buck

Sworn to and subscribed before me in the state and county first mentioned above on the
27th day of June, 2019.

Tasha L. McGraw
Notary Public Tasha L. McGraw

My commission expires: February 28, 2021



CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared
Edwin H. Buck, III, PE, who, being by me first duly sworn, made the following statement:

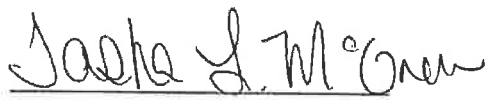
1. The Business address of 3000 Dovera Drive, Suite 200, Oviedo, FL 32765 (name of Contractor) is Inwood Consulting Engineers, Inc.
2. My relationship to Inwood Consulting Engineers, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president). Chief Executive Officer
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of,

calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

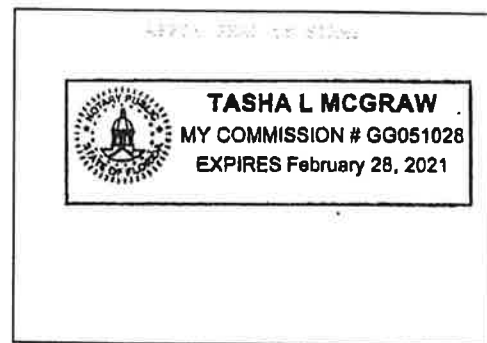
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Inwood Consulting Engineers, Inc. {name of Contractor} is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Inwood Consulting Engineers, Inc. {name of Contractor} is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Inwood Consulting Engineers, Inc. {name of Contractor} is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
27th day of June, 2019.


Notary Public Tasha L. McGraw

My commission expires: February 28, 2021



Attachment "D" Terms for Federal Aid Contracts

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

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

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

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

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

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

R. The Consultant hereby certifies that it has not:

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

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

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

Attachment "E" County References

ADMINISTRATIVE ORDER

TITLE: Prompt Payment of Invoices

NUMBER: AO-33

CANCELS 04/11/08

APPROVED: June 1, 2016

ORIGINATOR: County Manager

REVIEW: June 1, 2019

I. PURPOSE AND SCOPE

To specify the process for receiving invoices, evaluating invoices for proper content, notifying vendors of improper invoices and resolving disputes related to invoices, so that timely payment occurs.

II. DEFINITIONS AND REFERENCES

- A. Agent: Means project architect, project engineer, or any other agency or person acting on behalf of the County.
- B. Construction services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property that require a license under parts I and II of Florida Statutes, Chapter 489.
- C. Contractor or provider of construction services: Any person who contracts directly with the County to provide construction services.
- D. County: A political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution. For the purpose and scope of this Administrative Order, "County" shall mean the Board of County Commissioners of Brevard County, Florida and those departments and offices under the authority of the Board.
- E. Florida Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes.
- F. Payment request: A request for payment for construction services which conforms with all statutory requirements and to all requirements specified by the County.
- G. Proper Invoice: An invoice which conforms to all statutory requirements and all requirements set forth in Section V below.
- H. Purchase: The purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the County.

- I. Vendor: Any person who sells goods or services, sells or leases personal property, or leases real property directly to the County.

III. NOTIFICATION TO VENDORS OF COUNTY REQUIREMENTS

Purchasing, or in the case of contracts where Purchasing is not involved, the appropriate County department/agency shall make the invoice requirements set out herein available to the vendors.

IV. INVOICE RECEIPT

- A. The County agency first receiving an invoice shall mark the invoice with the agency's name and the date received by using a dated stamp, or by typing or writing in ink or other acceptable methods.
- B. All Board agencies are required to submit undisputed invoices for payment to County Finance within ten (10) days after receipt of invoice.
- C. All Board agencies are required to maintain a record of the receipt of services, receipt of invoice and subsequent submittal of invoice to County Finance.

V. INVOICE EVALUATION FOR PROPER CONTENT

- A. The County agency receiving the items specified on the invoice shall review the invoice to ensure that the information is accurate and that it contains all of the information as follows :
 1. Invoice fully complies with applicable purchase order, contract, etc.
 2. Vendor name and address.
 3. Purchase order/contract number (if applicable)
 4. Invoice date
 5. Invoice Number
 6. Itemized invoice, including division of parts and labor charges, if applicable.
 - a. Number of items
 - b. Type of items
 - c. Unit price, extended price and total
 7. Delivery date or date of service.
- B. Upon review, those invoices determined to be accurate and correct shall be signed by the agency staff person authorized to approve expenditures of their agency's funds and whose signature is on file with the Finance Department in accordance with AO-39, Signature Authorization Cards. The authorized reviewer shall also indicate the date the review was performed.
- C. Full and partial payments shall be certified for payment and forwarded to County Finance.

VI. NOTIFYING VENDORS OF IMPROPER INVOICES

- A. Any errors shall be annotated on the invoice.

- B. In any case in which an improper invoice (meaning the invoice contains incorrect information or is missing information required under this Administrative Order) is submitted by a vendor, the County agency reviewing the invoice for proper content shall, within 10 days after the improper invoice is first received by Brevard County, notify the vendor that the invoice is improper.
- C. The County agency shall indicate, in writing, what corrective action on the part of the vendor is needed to make the invoice proper and the date by which a corrected invoice should be received by the County.

VII. RESOLVING INVOICE DISPUTES

- A. In the event a dispute occurs between a vendor and the County concerning payment of a payment request or an invoice, such disagreement shall be resolved by a vendor dispute committee consisting of representatives of the affected County agency, Purchasing, and the County Attorney.
- B. Proceedings to resolve the dispute shall commence not later than 45 days after the date on which a payment request or proper invoice was received by the County and shall be concluded by final decision by the County not later than 60 days after the date on which the payment request or proper invoice was received by the County. Resolution of disputes between a vendor and the County concerning payment of a payment request or an invoice will follow F.S. 218.76.
- C. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 days after the County's final decision.
- D. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

VIII. CALCULATION OF TIME UPON WHICH PAYMENT IS DUE

- A. The time at which payment is due for a purchase other than construction services shall be calculated from:
 - 1. The date on which a proper invoice is received by the Finance Department after approval by the receiving department or office; or
 - 2. If a proper invoice is not received, whichever is the latest date of the following:
 - a. The date on which delivery of personal property is accepted by the County;
 - b. The date on which services are completed;
 - c. The date on which the rental period begins; or
 - d. The date on which the County and vendor agree in a contract that provides dates relative to payment periods
- B. Payment for purchases of construction services will follow F.S. 218.735 and are as follows:
 - 1. The due date for payment for the purchase of construction services by the County is determined as follows:
 - (a) If the project architect or project engineer or other agent as defined must approve the invoice prior to the invoice being submitted to the County, payment is due 25

business days after the date on which the invoice is stamped as received by the agent as provided in Section IV, A of this Administrative Order. The contractor may send the County an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

- (b) The County shall identify the agent or employee of the County, or the facility or office, to which the contractor may submit its payment request or invoice. This requirement shall be included in the contract between the County and contractor, or shall be provided by the County through a separate written notice, as required under the contract, no later than 10 days after the contract award or notice to proceed.
- (c) If an agent need not approve the invoice which is submitted by the contractor, payment is due 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order.
- 2. The County may reject the invoice within 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order. The rejection must be written and must specify the deficiency in the invoice and the action necessary to make the invoice proper.
- 3. If an invoice is rejected under subsection (2) or this subsection and the contractor submits a corrected invoice, the corrected invoice must be paid or rejected 10 business days after the date the corrected invoice is stamped as received.
- 4. If a dispute between the County and the contractor cannot be resolved by the procedure in (2) and (3), the dispute will be resolved in accordance of Section VII of this Administrative Order.
- 5. The payment time periods provided in this section for construction services purchased by the County shall not affect contractual provisions or contractual covenants of the County in effect on September 30, 1995.
- 6. Any portion of an invoice that is not disputed shall be paid in accordance with F.S.218.735. Retainage for payments shall be as provided in F.S. 218.735.

- C. Payment by grant funds: If the County intends to pay for a purchase with grant funds, the County shall not make such purchase without reasonable assurance that the funds received will cover the cost. Where payment or the time of payment is contingent on receipt of grant funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

IX. TIMELY PAYMENT OF INVOICE

- A. The time by which payment for goods or services other than construction services is due shall be 45 days from the date established in Section IV.A or specified in Section VII and in accordance with F.S. 218.74.
- B. The time by which payment for construction services is due shall be in accordance with F.S. 218.735.

X. INTEREST PAYMENT

- A. Non-timely payments bear interest from 30 days after the due date at the rate of one percent (1%) per month on the unpaid balance. Any overdue period of less than one (1) month shall

be considered as one month in computing interest. Interest computation will follow F.S. 218.74.

- B. Vendors must invoice the County for the accrued interest. It is the responsibility of the department to fund the interest payment.
- C. No contract between the County and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under F.S. 218.74.

XI. REPORT OF INTEREST

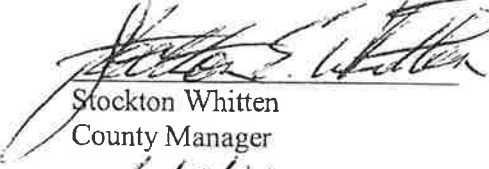
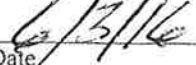
County Finance shall, during December of each year, report to the Board of County Commissioners the number of interest payments exceeding \$250 made by the County during the preceding fiscal year and the total amount of such payments.

XII. STATUTORY REQUIREMENTS

Should any directives or procedures included herein conflict with requirements established within Sections 218.70 through 218.79, Florida Statutes or any other sections of Florida Statutes, as amended, statutory requirements shall prevail.

XIII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.


Stockton Whitten
County Manager

Date



ADMINISTRATIVE ORDER

**Title: COORDINATION OF PUBLIC
RECORDS REQUESTS**

Number: AO-47
Cancels: 04/07/2010
Approved: 10/06/2015
Originator: County Attorney
Review: 10/06/220018

I. PURPOSE

Brevard County is committed to the requirements set forth in Chapter 119, Florida Statutes, governing access to public records, also known as the Public Records Law.

The purpose of this Administrative Order is to provide guidelines and procedures for all county administrative personnel, department directors and staff to assure compliance and uniformity with regard to the handling of requests for inspection and copies of public records not exempted by state law.

I. AUTHORITY

- A.** Chapter 119, Florida Statutes – The Public Records Act
- B.** BCC-22, Records Management Program
- C.** BCC-30, Cost of Copying Documents for the Public
- D.** BCC-33, Social Media Policy

II. DEFINITIONS

- A. Electronic Records** – any data files and databases, word processing files, spreadsheets, digital photos, voice and video recordings, electronically generated or maintained documents relating to county business and any other electronic messages relating to county business, including text messages, tweets, written communication on social networking websites, and email.
- B. Records Custodian** - an employee appointed by the director of each county department to oversee the management, retention and timely disposition of their records, whether maintained on-site, offsite, in electronic systems or stored at the Records Management Center; and assists in carrying out the requirements of Florida Statute 119.07.

- C. **Records Coordinator** - the individual appointed by the County Attorney to coordinate the responses of the departments to requests for public records that are received.
- D. **Requestor** – the person requesting to inspect and/or receive copies of public records.
- E. **Redacting** – to electronically conceal or manually black out from a copy of an original public record any information deemed confidential or exempt from disclosure by statute.
- F. **Public Records Request Tracking Software** - a software program utilized by County staff and monitored by the appointed Records Coordinator to assist staff in assuring records requests are timely addressed.

III. WHAT IS A PUBLIC RECORD?

Section 119.011(1), Florida Statutes, defines “public records” as “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the county.

A. Public records include (but are not limited to):

1. All paper documents maintained by county employees or county officials, including any archived documents stored in private or public facilities.
2. All Electronic Records relating to county business whether generated on work or home computers, phones, or other electronic devices including, but not limited to, email, text and voice mail.
3. All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
4. Draft documents, whether on paper or electronic, once they have been sent to or circulated to another person or persons.

B. The following are not public records:

1. Personal emails that do not involve official business of the county.
2. Draft documents that have not been circulated to another person or persons.
3. Personal notes concerning county business unless they are circulated or sent to others or if they were taken with the intention to perpetuate, communicate, or formalize knowledge.

IV. RESPONDING TO A PUBLIC RECORDS REQUEST

A. General Employee Responsibilities

1. **Notify the department's Records Custodian of the request.**
2. **Respect the requesting party's rights under the law**, including his or her right to remain anonymous. A requestor is not required to provide any identifying information, nor is the party required to put a request for public records in writing. The requestor can be asked for contact information, but if the requestor declines to give such information, it cannot be required. Any inquiry after that should be how to contact the requestor or have the requestor contact the employee about payment of any authorized deposits/fees or to pick up the records.
3. **Refer the requestor to a location on Brevard County's website whenever possible.** In cases where the county's website hosts the same records as those requested, such as recordings of board meetings or presentations, providing a link to the specific webpage should be sufficient and may be more convenient and cost-effective for the requestor. **Do not simply provide a link or direction to the website. Take steps to: (1) ensure that the requesting party is able to access the relevant portion of the website; and (2) confirm that the information on the website is fully responsive to the request made.**
4. **Follow approved procedures for processing public records requests**, which are outlined in this Administrative Order.

B. DEPARTMENT DIRECTOR RESPONSIBILITIES

1. **Appoint an employee to be the Records Custodian for the department.**
2. **Support the Records Custodian and other employees in fulfilling requests made and ensure they have appropriate training.** Fulfilling public records requests is a legally required part of the job of every County employee.
3. **Follow approved procedures for processing public records requests**, which are outlined in this Administrative Order.

C. RECORDS CUSTODIAN RESPONSIBILITIES

1. **Be knowledgeable about public records tracking software program.** A user manual for Records Custodians will be made available. It is important that Records Custodians understand how to enter requests into the program so that the County can track, and efficiently fulfill all records requests.
2. **Direct the Requestor to the correct department for the records.** Sometimes, Requestors might approach the wrong department for records. If the records sought are being held by another department, the Requestor should be directed to the appropriate department. **If a record sought has an unknown origin, contact the Records Coordinator.**
3. **Contact the Records Coordinator if a request might include records outside the department.** The Records Coordinator exists to facilitate multi-departmental requests. Do not hesitate to contact the Coordinator for assistance.

4. **Contact the Records Coordinator if a request includes emails.** The Office of the County Attorney and Information Systems are the only two departments with the capacity to comprehensively search county email. As a result, the Record Custodian may have to go to the Office of the County Attorney to review the results of such email searches performed.
5. **Make all non-exempt records available,** in their original format, for inspection and/or copying within a reasonable timeframe of the original request. **There are many exemptions and the county is required to invoke them when applicable.** If a department is unsure as to whether certain information is exempt under Florida law, contact the County Attorney's Office for clarification.
6. **In writing, acknowledge a request has been received and, if needed, clarify the request.** Many requests require clarification. Communicating with the requestor often will result in a more focused request that involves less time and expense to respond.
7. **Follow up on records requests promptly.** When the request is for particular records that are readily available, a best practice is to make them available to the requestor as soon as possible. In other cases, let the requesting party know when the records will be available for inspection, or that extensive research will be required.
8. **Charge requestors for the cost of duplication and for extensive staff time.** Extensive staff time is defined as any time after the first one-half hour that it takes to research, gather or process the public records request, as well as the time spent with the requestor to review the records.
9. **Provide the requesting party with a cost estimate prior to fulfilling his or her request.** This estimate should include the cost of the time required for redacting any exempted information as well as the time spent reviewing emails generated through the IT department.
10. **Refer to the attached *Public Records Request Fee and Cost Schedules* to quote, estimate and invoice for the costs associated with the public records request.**
11. **Collect 50 percent of the fees for the estimated duplication and staff time fees upfront before starting the work to gather or research or duplicate records.** Collect the remaining balance prior to release of the records, or reimburse any amount necessary should the amount collected be more than the actual cost of resources used.
12. **Close any open requests after 30 days with no contact with the requestor.** If a requestor has not been in contact with the department for more than 30 days after an letter /email is sent with deposit information or requesting clarification of the request, the department should close the request. The initial letter/email to the requestor should advise the requestor that if the County does not receive a response within 30 days of the letter/email, it will be assumed that the requestor does not wish to proceed with the request and the request will be considered closed. When closing the request, the Records Custodian should, if possible, send a written communication to the requestor notifying the requestor that the request has been closed. This communication should also inform the requestor that the request can be renewed at any time if desired.

13. **Provide for and supervise all inspections of original or master copies of public records** to prevent damage, loss or alteration.
14. **Maintain a record of the request and its resolution.** Update the public records request tracking program on a regular basis to provide the status of the request until closed by providing the records or by notification to requester that request was closed based on lack of communication or failure to provide deposit after thirty or more days of initial contact from Records Custodian/Coordinator. Status updates would include a summary of contacts between a custodian and requestor that result in a revised request and how it was revised.
15. **Update the public records tracking software to note the location of the County's copy of what was provided in response to the records request.**
16. **Maintain public records in accordance with the dictates of BCC-22.**
17. **Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

V. COUNTY ATTORNEY SUPPORT FEE

If the County Attorney's Office, or its appointed Records Coordinator, spends more than five (5) hours with a given department in ensuring a request gets fulfilled, the department will be assessed a \$200/hour fee for the support provided by the County Attorney's Office.

V. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved to the County Manager.



Stockton Whitten
County Manager

October 6, 2015
Date

Public Records Request Fee Schedule*

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of technology or clerical assistance by county staff, the county may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Chapter 119(4)(d), Florida Statutes, and paragraph V.C.7 above.

Professional Rate ¹	Administrative Rate ²
\$16.26/hr	\$9.44/hr

Public Records Cost Schedule*

As of the date of this revision of AO-47, the uniform fee for copies to be charged by all departments is as follows, unless otherwise provided by law:

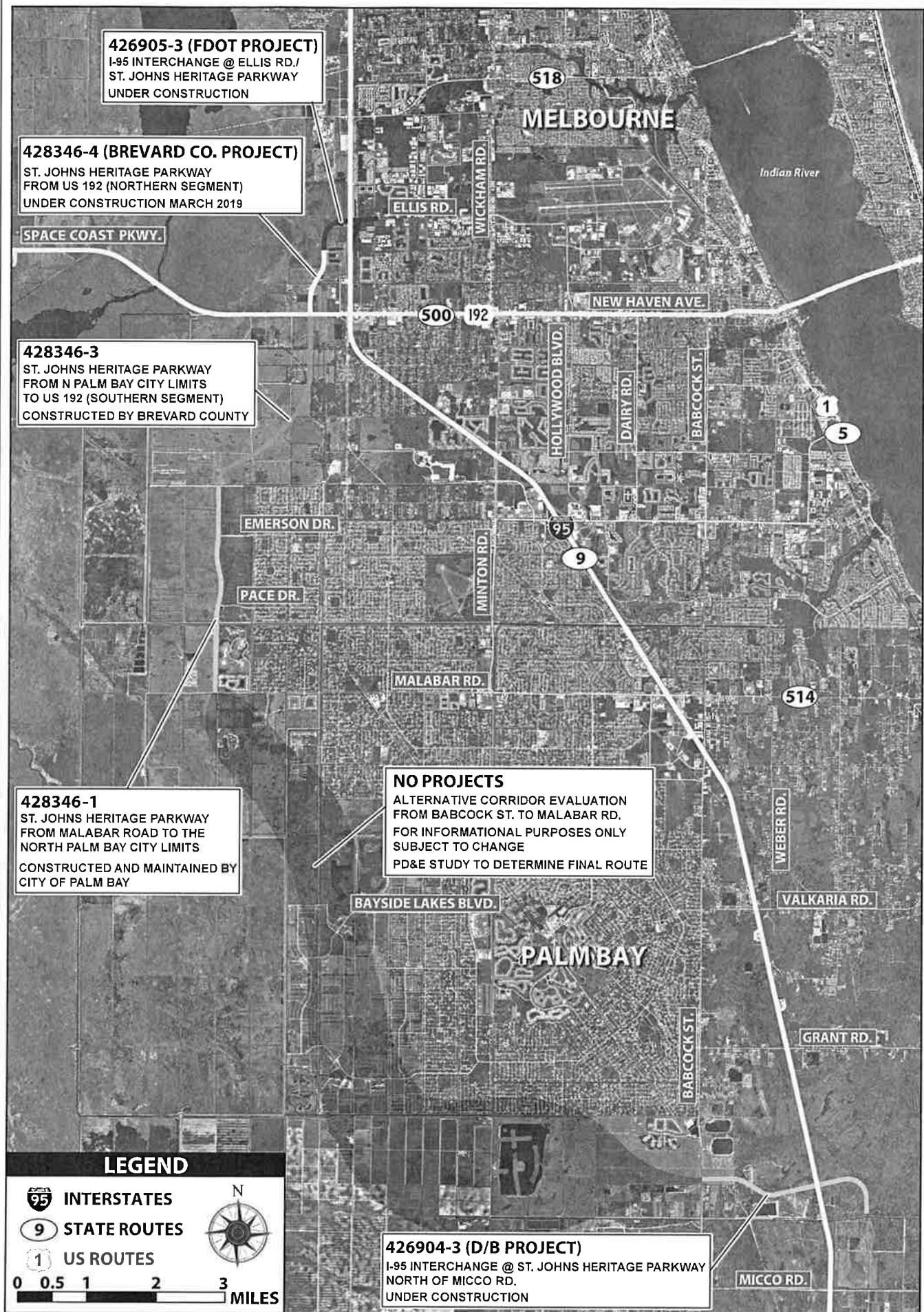
Media	Cost
Paper: First 30 pages per month	Free
Paper: 11x8.5 or less - one-sided	.15
Paper: 11x8.5 or less - two-sided	.20
Paper: 14x8.5 or less - one-sided	.15
Paper: 14x8.5 or less - two-sided	.20
Paper: 11x17	.25
Media Storage Devices (Flash Drives, CDs, DVDs, VHS, etc.)	All actual cost of the media storage device and any associated sleeve/packaging. Actual mailing costs must be charged rather than a flat fee. Mailing costs include jewel case and padded mailing envelope, subtracting the sleeve cost, plus postage.
Postage	Large orders or those to be mailed out of country will be weighed and calculated individually, using www.usps.gov for postage rates.
Copy Service Costs	Any unusually large volume of copying that requires the documents to be sent to a copy service for reproduction will be billed to the requestor based on the actual cost to the county.

¹ Professional rate is calculated as the lowest professional rate County-wide, with "professional" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013). Also, the Agriculture and Extension department wages are partially paid by the University of Florida (UF). Accordingly, that department's pay rate was not considered in making this calculation.

² The Administrative rate is determined by the lowest clerical rate County-wide, with "clerical" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013).

*Fee and Cost Schedules approved by the Board of County Commissioners on October 6, 2015.

St. Johns Heritage Parkway





Procurement Department

120 MALABAR ROAD SE, PALM BAY, FL 32907-3009

Phone: (321) 952-3424

Florida Today / Advertising
P.O. Box 419000
Melbourne, FL 32941-9000

LEGAL NOTICE REQUEST FOR PROPOSAL

RFQ #21-0-2019/JM

Engineering Services for St. Johns Heritage Parkway (SJHP) Alternative Corridor Evaluation (ACE) Study FINANCIAL PROJECT NUMBERS: 441412-1-18-01

This project involves a planning study (Alternative Corridor Evaluation-ACE) that is within the City limits of Palm Bay, Florida. The corridor planning study is to evaluate future possible corridors for an extension to the existing St. John's Heritage Parkway, starting at the intersection of Malabar Road traveling south and east to the Babcock Street intersection. The approximate total length of this project is 13.6 miles. **As a minimum qualification requirement, Firms must be pre-qualified by FDOT in Work Type 2.0 in order to submit on this solicitation.**

Submittal requirements may be obtained at no charge from Public Purchase at 1-801-932-7000 or at <http://www.publicpurchase.com/gems/palmbay.fl/buyer/public/home>. Information may also be obtained from DemandStar.com by Onvia at 1-800-711-1712 or at www.demandstar.com. Proposal information is also available on the City's Homepage at www.palmbayflorida.org.

RFQ DUE DATE & TIME: TUESDAY, MARCH 26, 2019 AT 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 3/27/19. **Only the name of the firms who submitted a response to this Request for Qualifications will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, FL 32907.

The City reserves the right to waive proposal informality or technicality and to accept or reject any or all proposals.

Sincerely,

Bobbie Marsala, CPPO, C.P.M., CPPB
Chief Procurement Officer
Procurement Department

Advertisement date:
February 28, 2019



REQUEST FOR QUALIFICATIONS #21-0-2019/JM
Engineering Services for St. Johns Heritage Parkway (SJHP) Alternative Corridor
Evaluation (ACE) Study
FINANCIAL PROJECT NUMBERS: 441412-1-18-01

Procurement Department
 120 Malabar Road, SE
 Palm Bay, FL 32907-3009

ISSUE DATE: 2/28/19
 Page 1 of 54

PROCUREMENT CONTACT:
 Juliet Misconi, CPPO, CPPB
 PHONE NUMBER: (321) 952-3424
 FAX: (321) 952-3401
 E-MAIL: juliet.misconi@pbfl.org

SUBMITTALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
TUESDAY, 3/26/19

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR SUBMITTAL	
Firm Name:	Submittals are firm for 90 days Yes___ No___ Other___ List of Deviations (if any) attached Yes___ No___ If submitting a "NO SUBMITTAL", state reason: _____ _____ _____
Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-Mail Address:	
FEIN Number:	

Qualification packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Bldg. B Suite 200, Palm Bay, Florida 32907. Receipt of Qualifications will be officially closed after time and date identified above. Submittals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Submittals.

One (1) original (MARKED "ORIGINAL") and three (3) copies, and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Submittal sheets and required attachments shall be executed and submitted in a sealed envelope. Firm shall mark Submittal envelope, RFQ No. 21-0-2019/JM, Engineering Services for SJHP ACE Study. Firm's name and return address shall be clearly identified on the outside of the envelope.

 Authorized Signature

 Printed Name & Title

 Title (typed or printed)

 Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Firm with the submission of their Qualification package. This Check List cannot be construed as identifying all required submittal documents for this project. Firms remain responsible for reading the entire RFQ document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Submittals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Submittals. The City specifically reserves the absolute right to determine the seriousness of any Firm's failure to specifically conform to the requirements of the RFQ document. Firms cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any solicitation. Submittals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Submittal, or irregularities of any kind. The City may reject, as non-responsive, any or all Submittals where Firms fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Firm has completed, signed (blue ink) and included Request for Qualifications Cover Sheet (page 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has provided One (1) Original hard-copy Qualification submittal (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has provided the number of hard copies of their Qualification submittal (marked "COPY"), as referenced in Section I (page 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm's submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has confirmed that their Submittal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, Firm has provided a signed Conflict of Interest statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has signed (blue ink) and included their Insurance Requirements Acknowledgement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has included a copy of business tax receipt (occupational license)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has signed and notarized & included their Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has completed and included Corporate Resolution (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bid Opportunity List for Commodities & Contractual Services, FDOT Form 375-040-62	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conflict of Interest Certification, FDOT Form 375-030-50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts, FDOT Form 375-030-32	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, FDOT Form 375-030-33	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosure of Lobbying Activities, FDOT Form #375-030-34	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Truth-in-Negotiations Certificate and Affidavit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm has read, understood, and submitted all required documentation for Submittal evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signature	Company
Printed Name & Title	Date

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Engineering Services for SJHP ACE Study
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Scope of Services	Exhibit 1

Comment [JM1]: Added. A more detailed scope will be attached as an exhibit to this RFQ.

SECTION I

INTRODUCTION & INSTRUCTIONS TO FIRMS

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA) and 40USC11101-1104 (Brooks Act), the City of Palm Bay (hereinafter referred to as "City") is accepting Qualification submittals from individuals and Firms who desire to provide engineering services for the St. Johns Heritage Parkway Alternative Corridor Evaluation Study. This project will be funded thorough a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT); therefore, all FDOT regulations and guidelines for use of federal funds will also apply.

SUBMITTAL DUE DATE & TIME: TUESDAY, March 26, 2019 AT 5:00 P.M. Qualification packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Bldg. B Suite 200, Palm Bay, Florida 32907. Qualification packages are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Qualification packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Submittals.

NOTE: Qualification submittals will not be opened on the same date and time as identified above. The qualification submittal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 3/27/19. **Only the NAME of the Firms who submitted a response to this Request for Qualifications will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Qualification submittals must be executed and submitted in a single sealed package. Firm shall mark submittal package, "RFQ No. 21-0-2019/JM, Engineering Services for SJHP ACE Study." Firm's name and return address should be clearly identified on the outside of the package.

Firms shall submit four (4) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the qualification submittals complete with all supporting documentation.
- Four (4) hard-copies (marked "COPY")

Qualifications submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Qualification package in response to this Request for Qualifications constitutes an offer by the Firm. Qualification submittals, which do not comply with these requirements, may be rejected at the option of the City. It is the Firm's responsibility to ensure that Qualification submittals are in accordance with all addenda issued. Failure of any Firm to receive any such addendum or interpretation shall not relieve such Firm from its terms and requirements. Addenda are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

If a Firm does not wish to submit a Qualification package response, complete and return the "NO SUBMITTAL" on Page 1.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact **Juliet Misconi, Deputy Chief Procurement Officer**, Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Submittal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Bldg. B Suite 200, Palm Bay, FL 32907, Attention: **Juliet Misconi, Deputy Chief Procurement Officer, Procurement Department**. Questions may also be sent via fax at (321) 952-3401 or e-mail at juliet.misconi@pbfl.org. Questions received less than seven (7) calendar days prior to submittal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Firm in submitting their qualifications.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Qualification submittals, and to accept the Submittal which best serves the interest of the City of Palm Bay.

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Procurement Department will furnish the revision by written Addendum to all prospective Firms who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>. Firms are responsible to check any of these locations for updates.

AWARD - Award will be made to the Firm whose Qualification Submittal is determined by the City to be responsive, responsible, and ranked as the most highly qualified.

COMMITTEE MEETINGS & INFORMATION: The Notice of Committee Meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Firms are responsible to check the following locations for updates on this RFQ's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at www.publicpurchase.com. Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 and s. 24(b) Art. I of the State Constitution.

CONFLICT OF INTEREST – The Firm certifies that this Qualification submittal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Firms must disclose with their Submittal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Firms must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Firm's firm or any of its branches or affiliate companies.

DEVIATIONS - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Firm shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The Qualifications submittals should be prepared simply and economically, providing a straightforward, concise description of the Firm's ability to fulfill the requirements of the RFQ.

E-VERIFY: The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any subconsultants 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 employment eligibility of all new employees hired by the subconsultant during the contract term.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

(A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:

- (1) From the date of advertising of the solicitation through award of a contract; and
- (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.

(B) **Exclusions:** This requirement shall not prohibit:

- (1) **Pre-Bid and Pre-Proposal Meetings:** Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting Firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
- (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
- (3) Addressing the City Council regarding non-procurement topics at public meetings.
- (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
- (5) Contacts by the City's current contractors but only in regard to:
 - (a) any work being performed on City projects unrelated to the solicitation, or
 - (b) any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
- (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
- (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or

- potential) may intend to submit a response or have submitted a response to any competitive solicitation;
- (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Qualification submittals and to determine, in its sole discretion, whether or not informality is minor.

Comment [JM2]: Note for the City: Per FDOT, all waiver of informalities must first be reviewed by FDOT for concurrence and compliance with Federal requirements.

INFORMATION AND LITERATURE - Firms are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated Contract Administrator. Interpretations, that may affect the eventual outcome of this Qualification submittal will be furnished in writing to all prospective Firms. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

FIRMS' EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Firm may incur in preparing and submitting Qualification submittals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Firm. The City will not be liable for any costs incurred by the Firm in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PAYMENT - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

PUBLIC ENTITY CRIMES – By submission of response to the City's Request for Qualifications on this project, Firm acknowledges and agrees to the following: 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 proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Firm, 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution **until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.**

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Firm believes any of the information contained in his or her response is exempt

from disclosure, then the Firm, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The Consultant's records as related to performance of work under this Agreement are considered public record and must be made available to the public. A request to inspect or copy public records relating to the City's contract with the Consultant must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract. A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records law. Specifically, the Consultant shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Consultant to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the consultant has questions regarding the application of Chapter 119 Florida Statutes to the consultant's duty to provide public records relating to this contract, contact the custodian of

**public records at the City of Palm Bay Procurement Department,
120 Malabar Road SE, Palm Bay, Bldg. B Suite 200, Florida
32907; 321-952-3424 or procurement@pbfl.org.**

QUALIFICATIONS ACKNOWLEDGE: By submitting a Qualification submittal, the Firm certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Qualifications will be posted at least five (5) business days in advance of such award. Firms are responsible to check the following locations for updates on this RFQ's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Solicitations currently available, and Tabulation sheets are available Online. Firms who do not have Internet access may request documentation by contacting the Procurement Department.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Firm shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Firm as it deems appropriate, including but not limited to, a background investigation of service personnel.

RESPONSIBLE FIRM: A consultant, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE FIRM: A consultant, business entity or individual who has submitted a bid, proposal or submittal that fully conforms in all material respects to the IFB/RFP/RFQ and all of its requirements, including all form and substance.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS – Qualification submittals will be irrevocable after the time and date set for the opening of Qualification submittals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

CONSULTANT SECURITY ID CARDS: All vendors and consultants who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view [Public Protection Act - Chapter 98 in the Code of Ordinances](#).

Your "Contract Employee" is defined as: *"Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."*

Prior to being issued a City security ID card, the Consultant shall complete the application which acknowledges, under penalty of perjury, that the Contract Employee works or provides service for the Consultant, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card), and will provide an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- the employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

DISADVANTAGED BUSINESS ENTERPRISES (DBE): Disadvantaged Business Enterprise (DBE) Program FDOT and the City of Palm Bay encourage DBE firms to compete for professional services projects, and also encourage non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however, the FDOT has an overall 10.65% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required to indicate their intention regarding DBE participation in the Bid Opportunity List (Form 375-040-62) contained in the Attachment to this Request for Qualifications and to submit that statement with the submittal.

NON-DISCRIMINATION: The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, disability, family, religious status, cultural identity, background, or income level in the performance of this contract. The Consultant 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

Comment [JM3]: Added in accordance with the City's adopted Title VI policy

of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Disqualifying the consultant from future bidding as non-responsible.

Each subcontract the Consultant or its subconsultant's signs in regards to a federal aid project must include the assurance in the above paragraph. The Consultant and its subconsultants agree to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

PROTESTS: In accordance with City of Palm Bay Ordinance 38.13, the following procedure governs dispute resolution and protests:

- (A) Any actual or prospective bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a formal contract in the amount of \$100,000 or more, the aggrieved bidder or proposer may submit a written protest to the Chief Procurement Officer which will be heard before the City Council.
- (B) A formal written protest must be submitted no later than 5:00 p.m., local time, within five (5) business days after posting of the award recommendation.
- (C) The calculation of days shall exclude Saturdays, Sundays, and holidays observed by the City. The day of the award recommendation posting shall not be included in the calculation. Service of a protest by mail or courier shall not expand the time period allowed for delivery of a protest.
- (D) The formal written protest shall:
 - (1) Identify the protestant and the solicitation involved;
 - (2) Include a clear statement of the grounds on which the protest is based;
 - (3) Refer to the statutes, laws, codes, or other legal authorities which the protestant deems applicable to such grounds; and,
 - (4) Request the specific relief to which the protestant deems itself entitled.
- (E) **Protest Bond/Fee:** The formal protest must be accompanied by a protest application fee/protest bond in the amount of five percent (5%) of the total amount of the recommended purchase award; or if no dollar amount is included in the purchase award recommendation, a protest application fee/protest bond must be in the amount of one thousand five hundred dollars (\$1,500⁰⁰). The maximum (cap) amount of the protest application fee/protest bond for any protest shall be five thousand dollars (\$5,000⁰⁰). The protest application fee/protest bond must be in the form of a cashier's check, certified check, or an attorney's trust account check payable to the City of Palm Bay. Cash is not acceptable.
- (F) The written protest may not challenge the relative weight of the evaluation criteria or any formula for assigning points in a competitive solicitation.
- (G) The protestant shall mail a copy of the formal written protest to the firm or firms recommended for award, and shall provide the Chief Procurement Officer with evidence of such mailing.
- (H) A written protest is considered filed with the City when it is received by the office of the Chief Procurement Officer within the timeframe specified above.
- (I) Failure to file a written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further protest proceedings.
- (J) The protest procedures herein shall be the sole remedy for challenging a competitive solicitation. Any and all costs incurred by a protesting party in connection with a protest pursuant to this Ordinance shall be the sole responsibility of the protesting party.
- (K) Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with Section 35.093 of this Ordinance.
- (L) The Chief Procurement Officer shall attempt to resolve the protest in a fair and equitable manner. The judicial rules of evidence shall not apply and the Chief Procurement Officer shall base his/her decision on such information presented in the course of the proceeding.

upon which reasonable persons rely in the conduct of their affairs. The Chief Procurement Officer shall render a written decision to the protestant via certified U. S. mail.

- (M) The protestant may appeal such decision, in writing to the City Council within three (3) business days of the vendor's receipt of the written decision by the Chief Procurement Officer.
- (N) The Chief Procurement Officer's consideration of a timely protest shall stay the award process with the exception of Section 35.092 (O) herein.
- (O) The Chief Procurement Officer may make a determination that the contract as originally recommended to be awarded shall be awarded without delay is necessary to protect substantial interests of the City. In that case, the City Council may, in its sole discretion, dismiss the appeal or reject all bids and proposals, which will render it moot.
- (P) Nothing in this Section is intended to affect the existing powers of the City Council to settle actions pending before the Courts. In the event of a court upholding the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs, and reimbursement of the amount of the protest application fee/protest bond as stipulated herein.
- (Q) The dispute resolution and protest process may be further delineated in the Procurement Manual.

TERMS FOR FEDERAL AID CONTRACTS: By submitting a Qualification submittal, the Firm and awarded Consultant hereby agree that all terms which involve the expenditure of federal funds apply to all resultant contracts as a result of this solicitation.

TIE PROPOSALS: ~~When evaluation of Proposals results in identical ranking with regards to the responses from two or more Proposers, the City shall determine the order of ranking using the method outlined below:~~

Comment [JM4]: Modified

The individual raw scores of each Evaluation Team member will be totaled, one criterion at a time, beginning with the highest weighted criterion. The Proposer with the higher/highest total raw score for the highest weighted criterion will be ranked ahead of the remaining tied Proposers. If the total raw scores for the highest weighted criterion results in a tie, then the criterion for the next highest weighted criterion's raw scores will be added, continuing with the remaining criterion in order of descending weights, until the tie is broken.

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 110,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

SCOPE OF WORK

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), and 40USC11101-1104 (Brooks Act), the City of Palm Bay is accepting submittals from qualified firms who desire to provide professional engineering services for the St. Johns Heritage Parkway Alternative Corridor Evaluation Study. **This project will be funded through a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT); therefore, all FDOT regulations and guidelines for use of federal funds will apply.**

Scope of Services

A detailed Scope of Services is provided as Exhibit 1 to this RFQ and is incorporated by reference.

Project Scope

This project involves a planning study (Alternative Corridor Evaluation-ACE) that is within the City limits of Palm Bay, Florida. The corridor planning study is to evaluate future possible corridors for an extension to the existing St. John's Heritage Parkway, starting at the intersection of Malabar Road traveling south and east to the Babcock Street intersection. The approximate total length of this project is 13.6 miles.

Deliverables

The study should include a purpose and need consistent with Part 2, Chapter 1 of the PD&E Manual. This includes a combination of travel demand forecasting, land suitability mapping, environmental analysis, public involvement, corridor and alignment alternatives analysis. The Alternative Corridor Evaluation (ACE) process is outlined in Part 1, Chapter 4 of the PD&E Manual. The results of the corridor planning analysis should be provided in a technical report (Alternative Corridor Evaluation Report-ACER) that identifies a preferred corridor or corridors to be evaluated in the future PD&E study.

Applicable Standards, Specifications & Policies

The services performed by the consultant shall conform to all relevant Department manuals and guidelines. The subject manuals and guideline shall incorporate, by reference or requirement, all applicable State and Federal regulations. The most current editions, including updates of the following manuals and guidelines (but not limited to) shall be used in performance of scope of work:

- Florida Statutes
- Florida Administrative Codes
- Florida Design Manual
- Applicable Federal Regulations
- Project Development and Environment (PD&E) Manual
- ETDM Manual
- Highway Capacity Manual
- FDOT Traffic Engineering Manual
- Traffic Analysis Handbook

- Public Involvement Handbook
- Minimum Standards for Design, Construction and Maintenance Streets and Highways

MINIMUM QUALIFICATIONS

As a minimum qualification requirement, submitting Firm must be pre-qualified by FDOT in Work Type 2.0 in order to submit on this solicitation. Evidence of FDOT pre-qualification shall be included with Firm's submittal.

The Successful Firm will appoint one of their employees as the key contact for approval by the City's Project Manager.

Tentative Project Completion Schedule

The **anticipated** schedule for study is as follows:

Begin Study (or NTP to Executed Engineering/Planning Firm Contract)	8/19/2019
Public Involvement Meetings	Throughout Study
Project Visioning Meetings	11/7/2019
Data Collection	2/7/2020
Develop & Evaluate Alternatives	7/30/2020
Prepare Draft Documents	1/4/2021
Final Documents & Study Approval	8/19/2021

Comment [JM5]: [Note for PW/Procurement in accordance with the Local Agency Program Manual, Chapter 18, Sections 18.1.1 and 18.1.2. Local Agencies are required to use consultants pre-qualified by the FDOT for projects on the National Highway System (NHS) and State Highway System (SHS). The Local Agency may use its own consultant pre-qualification or qualifications process for projects located off the National and State Highway Systems, referred to as "off-system". Qualifications applied to Federal-Aid projects must be consistent to ensure fair competition in the selection process.]

Comment [JM6]: Updated to reflect the below date change. See comment

SECTION III

REQUEST FOR QUALIFICATIONS TIME LINE

The **anticipated** schedule for this RFQ is as follows:

RFQ Issue Date	2/28/19
RFQ Advertised	2/28/19
Deadline for Questions	3/19/19
Submission Deadline (RFQ close date)	3/26/19
RFQ Opening Date	3/27/19
Evaluation Team meeting: Evaluation/Short List Created	Week of 4/8/19
Oral Discussions with Short-listed Firms	Week of 4/29/19
Evaluation Team meeting: Final Selection	Week of 4/29/19
Recommendation to Chief Procurement Officer	5/3/19
Council Consideration – Permission to Negotiate	5/16/19
Contract Negotiations	Beginning week of 5/20/19
Council Consideration - Contract Award	7/18/19
Commencement of Work	Est. August 19, 2019

Comment [JM7]: Extended to 3-4 weeks following Council consideration, in accordance with Teal's email to Conroy Jacobs dated 1/17/19

EVALUATION PROCEDURE

All qualification submittals will be subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualification submittals received in its evaluation and award process.

Qualification submittals shall include all of the information solicited in this RFQ which are pertinent to the understanding and evaluating of the submittal package. Firms will provide their best response and should not withhold any information from the written response in anticipation of presenting the information orally, since oral discussions may not be conducted with all responding firms. Each Firm will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the qualification criteria factors throughout the evaluation process for the evaluation of the written responses and the oral discussions. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Firm's response will be scored by Evaluation team members in accordance with the following scale:

Description

- 0= No information provided for the specific criteria. Firm failed to address the criteria. No documentation was provided.
- 1= **"Poor"**: Qualification submittal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= **"Below Average"**: Qualification submittal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
- 3= **"Average"**: Qualification submittal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.
- 4= **"Above Average"**: Qualification submittal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects.
- 5 = **"Excellent"**: Qualification submittal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Evaluation Team member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Firms submitting the required criteria will have their Qualification submittals evaluated by an evaluation team and scored for the qualification criteria factors to include but not limited to the ability of the professional personnel; past performance; willingness to meet time requirements; and recent, current and projected workloads.

CRITERIA

Firms shall include the following information in their written response document.

- **Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.**
- **Submit packages in the format outlined below.**
- **Submittals should be concise and provide only the information requested. Additional data will not be considered.**
- ***The use of three-ring binders is highly discouraged.***

Title Page: (Non-scored)

Title Page shall show the request for qualification's subject, title and RFQ number; the firm's name; the name, address, email address and telephone number of a contact person; and the date of the submittal.

Tab 1 - Transmittal Letter & Mandatory Submittal Requirements: (Non-scored)

- A. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the Firm to perform the work included in the Qualification submittal and shall identify all materials and enclosures being forwarded in response to the RFQ.

The letter shall also provide a brief description of the Firm's ability to meet the requirements of the RFQ, to include a statement that they are financially capable to perform the scope of work required for this project and provide a brief discussion about Firm's business history in the marketplace.

B. MANDATORY SUBMITTAL REQUIREMENT:

1. Documentation supporting Firm pre-qualification with the Florida Department of Transportation (FDOT). Firm shall be FDOT prequalified in the appropriate types of work groups.
2. Evidence of status as Certified under s. 471.023, Florida Statutes to practice or to offer practice engineering; State of Florida License.
3. Bid Opportunity List for Commodities & Contractual Services, FDOT Form 375-040-62
4. Conflict of Interest Certification Form #375-030-50
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts FDOT Form #375-030-32
6. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, FDOT Form #375-030-33
7. Disclosure of Lobbying Activities, FDOT Form #375-030-34
8. Truth-in-Negotiations Certificate and Affidavit

Tab 2 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 3 – Project Team: (maximum 5 x 5 = maximum 25 points)

- A. Provide an organizational chart for the project team.
- B. Identify the following team members:
 1. Project Manager/Principal in Charge
 2. Project Engineer
 3. Traffic Engineer/Transportation Planner
 4. Key Staff (civil, permits, GIS, utilities, etc.)
 5. Key Sub-Consultant Personnel
 6. Other Key Personnel
- C. For each individual listed above, answer the following questions. Please use a separate page for each team member.
 1. How long has this individual been employed by this firm?
 2. Years of experience?
 3. License or accreditation?
 4. What is the availability of this individual to devote time to the project?
 5. What is this individual's length of experience with the project team?
 6. Give 3 examples of specific experience relevant to this project.
 7. Specific role in the project?
- D. Provide one-page resumes for all key personnel and sub-consultants identified in 3B.
- E. Describe previous experience in Alternative Corridor Evaluation (ACE) or other corridor planning study type projects (one page maximum).
- F. Describe the team's graphic and illustrative capabilities (one page maximum).
- G. Describe the team's relationships and experience with regulatory agencies (one page maximum).
- H. Include a schedule of firm's recent, current and projected workloads.

Tab 4 – Project Management: (maximum 5 x 8 = maximum 40 points)

- A. Describe how the project team will be managed. Who will be the City's primary contact point? How will sub consultants and/or partner firms be managed to maintain accountability?
- B. Describe the way that the team will allocate staff resources to the project. Specifically discuss the average percentages of managerial, technical and administrative staff allocated to a typical project.

- C. Describe the recent, current and projected workload and volume of work of the firm and its impact on the City's project.
- D. Describe in detail the extent of resources that will be expected from City staff.
- E. Describe how the team proposes to coordinate with the City's Project Manager to optimize effectiveness.
- F. Describe any other significant coordination aspects of the project.
- G. Discuss the Firm's Quality Management Plan or Quality Control Plan.
 - 1. What percent of the project contract cost would typically be dedicated toward quality control?
 - 2. What team members will be assigned to quality control?
- H. Describe how the Firm responds to problems relative to errors and omissions in the preliminary plans and studies. Give specific examples of how the Firm has handled claims from previous clients. Provide a 5-year history of claims.
- I. Which team member will be responsible for assuring the project is completed within schedule and budget? What is the Firm's suggested methodology for ensuring compliance with schedule and budget constraints? How will the Firm manage scope creep?

Tab 5 – Project Approach: (maximum 5 x 7 = maximum 35 points)

- A. Explain how the project team will approach this project.
- B. Describe how the project team would ensure that the proposed alignments are consistent with the purpose and need.
- C. Describe how the project team would ensure compliance with all applicable, most recent, Federal and State regulations, guidelines, manuals, such as Project Development and Environment Manual, NEPA Act etc.
- D. Discuss method of traffic data collection, analysis, and presentation.
- E. Comment on how the team will manage interaction with the public and City staff during design.
- F. Discuss team organization, logical sequence of work, staff coordination, agency coordination, utility coordination, private sector interface, public involvement, quality control, value engineering, schedule and budget management and other critical project components.
- G. Provide a preliminary schedule for public involvement and visioning meeting, data collection, development of alternatives, draft documents, and final documents of the project. Describe how the team will meet schedule constraints and comment on the extent to which relaxing the schedule can reduce costs.
- H. Discuss opportunities, benefits and your approach for sustainable, "green" applications on this project. (Two pages maximum)
- I. Explain why the Firm's project approach is the most beneficial for the City. What are the specific reasons why the Firm's approach will be successful, efficient and cost effective?

Tab 6 - Additional Required Submittal Forms: (Non-scored)

- Firm's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)
- Insurance Requirements Acknowledgement
- Business Tax Receipt
- Non-Collusion Affidavit
- Corporate Resolution (if applicable)

SELECTION & AWARD PROCESS

The Evaluation Team (E-Team) will evaluate each written Qualification submittal based on the criteria in the RFQ.

Evaluation Criteria	Weight	% of total points prior to Short-list (out of 100)
Project Team	25	25
Project Management	40	40
Project Approach	35	35

Based on the initial evaluation, if requested by the E-Team, a short-list of at least three (3) responding firms will be developed.

Oral Discussions/Interviews (maximum 100 points)

Based on the evaluation of the written submittals and the closeness of the scores determined by said evaluation, the City may choose to conduct oral discussions/interviews with the top three or more firms for clarification, and to assure full understanding of, and conformance to, the solicitation requirements, and to clarify the firms' qualifications. Should the Evaluation Team (E-Team) request oral discussions/interviews, the following procedures will apply.

- A. The short-listed firms will be provided with written questions from the Evaluation Team. The Evaluation Team will conduct oral discussions with the short-listed Firms. The Firms will then be scored by the Evaluation Team.
- B. Oral discussions/interviews and/or presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes). Oral discussions/interviews will provide an opportunity for the Firm to demonstrate their ability to use time efficiently, effectively and economically.
- C. The City's Procurement Department will establish the schedule, and Firms will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the discussion. The time frame for oral discussions/interviews with each firm will not exceed 45 minutes. The specific format of each discussion will be provided to Firms with the notifications.
- D. Scoring for this phase will not be combined with the previous phase. Scoring for the oral discussions/interviews will be based on the following Evaluation Criteria, using the same adjective-based scoring as described previously in this section:

Evaluation Criteria	Weight	% of total points for Short-listed firms (out of 100%)
Project Team information presented in the oral discussions, and response to questions related to Project Team, if any	25	25%
Project Management information presented in the oral discussions, and response to questions related to Project Team, if any	40	40%
Project Approach information presented in the oral discussions, and response to questions related to Project Team, if any	35	35%

Selection & Award Process

Evaluations will proceed in accordance with the Procurement Manual. Note: In accordance with the City's Code of Ordinance 38.19(D)(3) on Local Business Price Preference, preference does not apply where federal funds prohibit the use of said preference, including FDOT LAP funded projects, and does not apply to this solicitation and subsequent evaluation.

Comment [JM8]: Added

The E-Team will complete its final scores for oral/discussions presentations for short-listed firms. The E-Team will then rank the shortlisted firms in order of preference (i.e. 1, 2, 3, etc.).

Final E-Team documentation will be completed by the Chairman and provided to the Chief Procurement Officer for review. The Chief Procurement Officer reserves the right to request additional analysis/review by the E-Team if he/she deems additional evaluation is warranted.

The Chief Procurement Officer will forward the E-Team results to the Department Director primarily responsible for the project. A recommendation for award shall be prepared by the Chief Procurement Officer, and sent to the primary Department Director for review and consent.

The Chief Procurement Official shall ensure that the ranking is reviewed by the FDOT for concurrence and then sent to the City Manager for placement on the Council Agenda to request City Council permission to negotiate, as appropriate. Following Council action, the City will negotiate a final contract with the highest ranked Firm.

If the City and that Firm are unable to negotiate a satisfactory contract at a price that the City determines to be fair, competitive and reasonable, negotiations with that firm must be terminated. Negotiations with the next highest qualified firm, in turn, shall then commence until a satisfactory agreement is reached.

The successful Firm will be required to enter into a Professional Services Agreement; a DRAFT of that agreement is attached.

Should the City be unable to negotiate a satisfactory contract with any of the selected Firms, the City will select additional Firms in the order of their competence and qualification and continue negotiations in accordance with Section 287.055, Florida Statutes, and 40USC11101-1104 (Brooks Act).

Comment [JM9]: Added

SECTION IV



Non-Federal Required Forms & Draft Agreement

**CITY OF PALM BAY
FIRM'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFQ #21-0-2019/JM, Engineering Services SJHP ACE Study**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Firm shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Firm shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ***This coverage is optional if Successful Firm has \$2,000,000 General Aggregate under the Commercial General Liability Policy.****
- D. **Workers' Compensation:** The Successful Firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. **Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Successful Firm shall further insure that all of its sub-consultants maintain appropriate levels of workers' compensation insurance.

- E. **Professional Liability Insurance or Errors and Omissions Insurance:** Successful Firm shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation and Professional Liability). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Self-insured retention is prohibited on LAP funded projects.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Firm to ensure that all subconsultants comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone Number

Date

Fax Number or Email address

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the Firm that has submitted the attached Submittal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Submittal.
- (3) Such Submittal is genuine and is not a collusive or sham Submittal.
- (4) Neither the said Firm nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Firm, firm or person, to submit a collusive or sham Submittal in connection with the Agreement for which the attached Submittal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Firm, firm or person to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The attached Submittal is fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Firm or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

(Notary's Seal)

(Signature of Notary Public)
(Name of Notary Typed, Printed or Stamped)
(Serial Number)

CORPORATE RESOLUTION

I, _____, Board President of a corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 2019, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individual of this corporation is authorized to execute on behalf of this corporation a submittal and agreement for the services of _____, which submittal and agreement includes a hold harmless and indemnification clause.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE

IN WITNESS WHEREOF, I have hereunto subscribed my name as Board President and affixed the seal of the corporation this _____ day of _____, 2019.

BOARD PRESIDENT SIGNATURE_____

DRAFT CONSULTANT ENGINEERING SERVICES AGREEMENT
RFQ # 21-0-2019
Engineering Services for St. Johns Heritage Parkway Alternative Corridor Evaluation
Study
FINANCIAL PROJECT NUMBERS: 441412-1-18-01

This is an Agreement entered into this ____ day of _____ 2019, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and CONSULTANT NAME. (FEI/EIN Number _____), CONSULTANT ADDRESS hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

1. Specifications prepared by CITY in its Request for Qualifications No. 21-0-2019/JM, Engineering Services for St. Johns Heritage Parkway Alternative Corridor Evaluation Study, (Exhibit 1), including all federal provisions.
2. Qualification Submittal for CITY prepared by CONSULTANT dated _____, 2019 (Exhibit 2), including completed attachments and FDOT Form 375-040-84.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

1. Specific direction from Chief Procurement Officer or designee
2. This Agreement and any attachments.
3. Exhibit 1
4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached Attachment "A" Statement of Work, and Attachment "B" Consultant's Cost Proposal. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an Amendment to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data

available in the CITY's files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services associated with Attachment "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- F. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- G. Submit for CITY review all alternative alignments, traffic data & analysis and other data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment "A" and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided a report or other services.
- I. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.
- J. Prior to final approval of the work by the CITY, conduct and complete a preliminary check of any documents through any review committee, third party

consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the CITY or any other agency shall not be deemed to diminish or discharge the CONSULTANT from the responsibilities set forth in this Agreement.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement and shall be completed within the time stated in Attachment "A".

A reasonable extension of time shall be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, force majeure or man-made disasters delay performance of the consultant's duties. Such extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay. However, CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation in the lump sum amount of _____ (\$_____).

All basic reimbursable costs including reproduction, deliverables, and travel shall be included in any proposed Lump Sum Fee. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B".

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "C".
- D. The CITY shall adhere to the Local Government Prompt Payment Act, Florida Statute 218, Part VII. Payment shall be made via check or ACH/EFT.
- E. The CITY will make a determination of allowable costs in accordance with Federal cost principles.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

The CONSULTANT shall complete the work in accordance with the schedule as indicated in Attachments A and B.

Comment [JM10]: Note for the City: Requires FDOT review and approval as well.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after

determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the express, written consent of the Chief Procurement Officer.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 9.1-COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this

Agreement.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not the cost of labor.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY. The CITY's representative will be:

With Copies to:

Chief Procurement Officer	and	City Manager
120 Malabar Road, SE		120 Malabar Road, SE
Palm Bay, FL 32907		Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

CONSULTANT NAME & ADDRESS

SECTION 12 - AUDIT RIGHTS

The CITY or any of its duly authorized representatives reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after termination of the date of the contract. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction. CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement.

As federal funds are used for work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

SECTION 13 – PUBLIC RECORDS

The CONSULTANT's records as related to performance of work under this Agreement are considered public record and must be made available to the public. A request to inspect or copy public records relating to the CITY's contract with the CONSULTANT must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the CONSULTANT does not comply with the CITY's request for records, the CITY shall enforce the contract provisions in accordance with the contract. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10. The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the CONSULTANT has questions regarding the application of Chapter 119 Florida Statutes, to the consultant's duty to provide public records relating to this contract, contact the custodian of public records

**at the City of Palm Bay Procurement Department, 120
Malabar Road, SE, Palm Bay, Florida 32907; 321-952-
3424; or procurement@pbfl.org.**

SECTION 14 - SUBCONSULTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the express, written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 16 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT as defined to Attachment A, unless it is terminated as provided herein.

SECTION 17 – TERMINATION FOR CONVENIENCE

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment.

SECTION 18 – NON-APPROPRIATIONS

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

SECTION 19 – NOTICE OF DEFICIENCY

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

SECTION 20 – TERMINATION FOR CAUSE/DEFAULT

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY. An event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subconsultants or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement;
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement; or
- CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- A. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and

provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the CITY's approved vendor list.

- B. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprourement if known.
- C. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprourement costs. Reprourement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprourement.
- D. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- E. Until such time as it reimburses the CITY for all reprourement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting contractor at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

SECTION 21 - INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the

CONSULTANT's officers, officials, employees, representatives, agents, consultants officers, etc., subconsultants and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, , and (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28 Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of 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 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 22 - INSURANCE

- A. **Commercial General Liability:** The CONSULTANT shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence"

basis and form.

B. Automobile Liability Insurance:

CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

C. Professional Liability Insurance or Errors and Omissions Insurance: CONSULTANT

shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

D. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

E. Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) as an additional insured. Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

Note: Self-insured retention is prohibited on LAP funded projects.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to ensure that all subconsultants comply with the insurance requirements

set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 23 - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT within thirty days of project completion.

Comment [JM11]: Added

SECTION 24 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient designs, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services

performed does not constitute a waiver of this representation.

- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 29 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 25 - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or unit costs.

SECTION 26 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 27 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT, its subconsultants and subconsultants.

SECTION 28 - INDEPENDENT CONSULTANT

CONSULTANT and its employees, agents, consultants and subconsultants shall be

deemed to be independent consultants and not CITY agents or employees. CONSULTANT, its employees or agents, consultants and subconsultants shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 29 - OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Brevard County, Florida. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subconsultants 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 employment eligibility of all new employees hired by the subconsultant during the contract term.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council

through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

- H. In accordance with the City's Code of Ordinance 38.19(D)(3) on Local Business Price Preference, preference does not apply where federal funds prohibit the use of said preference, including FDOT LAP funded projects, and does not apply to this contract.
- I. PUBLIC ENTITY CRIMES –Firm acknowledges and agrees to the following: 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 proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Firm, 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

SECTION 30 - LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subconsultants, subconsultants, suppliers, assignees and employees.

SECTION 31 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2019.

As approved by City Council On: _____

ATTEST:

**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

Terese Jones, City Clerk

By: _____
Bobbie Marsala, Chief Procurement Officer

Date: _____

WITNESS:

CONSULTANT COMPANY NAME

By: _____
(Name of Individual)

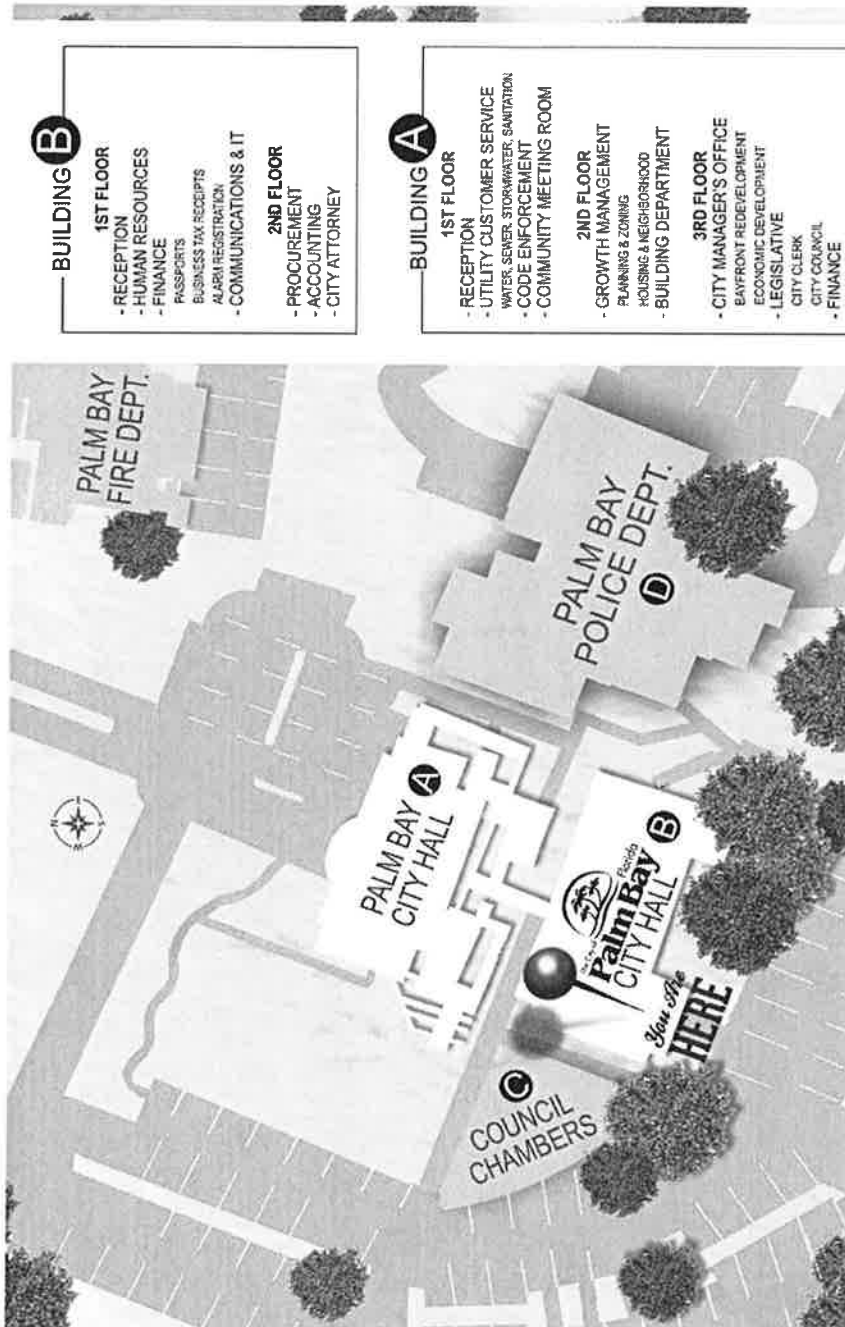
By: _____
(Name of Individual)

Printed Name

Printed Name

Title

Date



ATTACHMENTS



Federal Provisions & Federal Required Forms

<p style="text-align: center;">STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p style="text-align: center;">Local Agency Terms for Federal Aid Professional Services Contracts</p>	<p style="text-align: right;">375-040-B4 PROGRAM MANAGEMENT 12/17 Page 1 of 3</p>
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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

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

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

<p style="text-align: center;">STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p style="text-align: center;">Local Agency Terms for Federal Aid Professional Services Contracts</p>	<p style="text-align: right;">375-040-84 PROGRAM MANAGEMENT 12/17 Page 2 of 3</p>
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- 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 issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Local Agency Terms for Federal Aid Professional Services Contracts

375-040-84
PROGRAM MANAGEMENT
12/17
Page 3 of 3

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

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

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

R. The Consultant hereby certifies that it has not:

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

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

 5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

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

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

 5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

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

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

 5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

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

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

 5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: SUBMITTAL (Request for Qualifications - RFQ)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-830-50
PROCUREMENT
OGC – 03/17

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
21-0-2019/JM	Engineering Services for St. Johns Heritage Parkway (SJHP) Alternative Corridor Evaluation (ACE) Study	441412-1-18-01

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
<u>21-0-2019/JM</u>	<u>Engineering Services for St. Johns Heritage Parkway (SJHP) Alternative Corridor Evaluation (ACE) Study</u>	<u>441412-1-18-01</u>

[illegible]

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

375-030-32
 PROCUREMENT
 1/1/15

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☐

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
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 full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**STATE OF FLORIDA****COUNTY OF BREVARD**

Before me, the undersigned authority, personally appeared affiant, _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Palm Bay, Brevard County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Palm Bay, Brevard County, Florida to provide professional services for a project known as the _____.
3. That the undersigned firm has furnished the City of Palm Bay, Brevard County, Florida a detailed analysis of the cost of the professional services required for the project.
4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Palm Bay entered into the agreement for professional services on the project.
5. That the agreement which the undersigned firm and the City of Palm Bay entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Palm Bay determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Consultant's Company Name

By: _____

President

The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 2019.

Signature

Notary Name (typed or printed)

Title or Rank

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM CHECKLIST FOR FEDERALLY FUNDED
PROFESSIONAL SERVICES CONTRACTS**
(FEDERAL AND STATE REQUIREMENTS)

525-010-49
PROGRAM MANAGEMENT
1/18

Local Agency Name: City of Palm Bay Project Description: St John's Heritage Pkwy Study

FPN: 441412-1-1801 Federal No. (FAIN): _____ Federal-Aid Participating Amount: \$1,000,000

Procurement Method: Competitive Negotiation: ☒ Simplified Acquisition: ☐

Contract type: Project Specific: ☒ Project Specific- Bundled: ☐ Multi-Phase: ☐ Continuing Contract: ☐

Project Information: State Highway System (SHS): ☐ National Highway System (NHS): ☐ Off-system critical project: ☒

Requirement No. 1: Fair, open and competitive selection of qualified consultants. Solicitations, Requests for Qualifications (RFQ), and Requests for Proposals (RFP).

References: 287.055(3)(a)1, and 287.001, 287.055(4), F.S., 119.071 F.S. (public meetings), 120.57(3) F.S. and 287.042(c) F.S.; 40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b)(2)(A), 23 CFR 172.7(a)(1); Ch 14-75.003, F.A.C. (FDOT prequalification work types and requirements); LAP Manual Ch 18 and Ch 19 (off-system critical project definitions) (FDOT Topic No. 525-010-300)

Local Agency Compliance Documentation:

- 1) Solicitation publicly announced in uniform and consistent manner not less than **14 days**? ☒
- 2) For longlist process (two-step process includes shortlist): Solicitation is published regionally and defines the request for qualifications including project description, scope, qualifications, selection process, evaluation criteria, and selection schedule? ☐
- 3) For shortlist process (one step or combined process): Solicitation is published regionally; defines the general project description, scope and qualifications; and provides access to the RFP for all interested consultants? ☒
- 4) Solicitation LAPIT Document No. _____

5) RFP includes:

Full definitions for each element below are provided in LAP Manual Chapter 18.6.3.

- Detailed project description. Page # 13, Exhibit 1
- Scope- includes but not limited to services on page #13, deliverables on page # 13, project schedule on page #14, applicable standards, specifications and policies on page #13.
- Verify the scope of services is limited to one phase of work. General services or "umbrella" contracts are not allowed under the federal requirements. ☒
- Qualifications. Page # 14
 - FDOT Pre-Qualification Required: ☒ Identify Major and Minor Work Types: Work Type 2.0
Ensure work types are appropriate and not overly restrictive.
- Qualifications-based evaluation criteria with relative weight of importance. Page # 15-18
- Procurement process, including tie breaker procedures and protest procedures per 120.57(3) F.S. Page # 19, 11-12
- Estimated schedule for the procurement process, including meeting dates. Page # 14
- All special provisions and contract requirements. Attaching boilerplate contract to RFP satisfies requirement. Page/Attachment # 25
- Payment method(s). Page# 27, 28
- All forms, terms and conditions in Checklist Requirement Nos. 2-7. ☒

6) RFP LAPIT Document No. _____

7) Agency verification of consultant and subconsultant qualifications was performed for each proposal received.
☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM CHECKLIST FOR FEDERALLY FUNDED
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(FEDERAL AND STATE REQUIREMENTS)

525-010-49
PROGRAM MANAGEMENT
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District Monitoring Responsibilities:

- 1) District concurrence with the procurement package (includes Checklist Items 1-7). Date: _____

Requirement No. 2: Disadvantaged Business Enterprise (DBE) and Bid Opportunity Reporting

References: 49 CFR 26.51; 337.139, F.S.; LAP Manual Ch. 14; FDOT Std Spec 7-24; FDOT Contract Compliance Manual (FDOT Topic No. 275-020-005); Florida Unified Certification Program DBE Directory; FDOT Equal Opportunity Compliance (EOC) Application

Local Agency Compliance Documentation:

- 1) Provisions for compliance with the FDOT DBE Program Plan included in the RFP and contract. Attaching FDOT Form #375-040-84 LAP Terms for Federal-Aid Contracts satisfies requirement. RFP Page/Attachment #44 and/or Contract Page/Attachment # 44
- 2) FDOT currently has a race neutral program goal of 10.65%. DBE participation **shall not be required** for contract award. ☒
- 3) Provide bid opportunity instructions to consultants in RFP. Attach FDOT Form No. 275-030-11 to RFP or incorporate provisions. Page/Attachment # 10, 47

District Monitoring Responsibilities:

- 1) Verify DBE participation is not required by the agency for contract award.
- 2) Verify consultants entered bidder's opportunity information in EOC or paper form is retained by agency per LAP Manual Chapter 14.3.

Requirement No. 3: Compliance with State and Federal Contracting Requirements

References: Chapters 119, 337.106, 287.133, 287.055, 287.017 F.S.; Florida Governor's Executive Order 11-116; 2 CFR 200, 23 CFR 172, 49 CFR Part 21, 49 CFR 26.13 (b), 49 CFR Part 26, USC 18 Section 1020, 49 CFR 26.51 48 CFR Part 31 - Contract Cost Principles and Procedures; FDOT Topic 375-030-002-I (1); LAP Manual Ch 18; FDOT Form No. 525-010-40 LAP Agreement

Local Agency Compliance with STATE REQUIREMENTS:

Include all provisions in the RFP and final contract.

- 1) Tangible assets are identified, if applicable. Page # N/A
- 2) Professional Liability Insurance limits as required by 337.106 F.S. Prime provides proof of insurance to agency. Page # RFP-21, Contract-35
- 3) Public Entity Crimes Statement 287.133 F.S. provision. Page # RFP-7, 39, Contract-Section 29i
- 4) Drug Free Workplace must not be used as a tie breaker per federal requirements. Do not use preference language for Drug Free Workplace as allowed by 287.087 F.S in the RFP. ☒
- 5) Local Government Prompt Payment Act provisions per Ch. 218, Part VII. Page # RFP-7, 28, Contract-Section 6d
- 6) Public Access to Public Records Language per Ch. 119 F.S. Page # RFP-8, 31, Contract-Section 13
- 7) Indemnification and Hold Harmless Clause required by LAP Agreement, Section 15. Page # RFP-34, Contract-Section 21
- 8) Records retention for a minimum of 5 years from date of final payment. Page # RFP 30, Contract-Section 12

Local Agency Compliance with FEDERAL REQUIREMENTS:

Include all provisions in the RFP and final contract.

- 9) FDOT Form #375-040-84 LAP Terms for Federal-Aid contracts incorporated. Page # RFP 44, Contract-Attachment Includes required contract provisions for Suspension/debarment; Title VI Appendices A & E (DOT Order 1050.2A); DBE; EEO; E-verify; copyrights and rights in data; and access to records by Federal, State and Local governments.
- 10) Termination provisions for cause and convenience including manner and basis for settlement. Page # RFP 32,33 Contract-Sections 17,20
- 11) Administrative, contractual, and legal remedies for breach or violation of contract terms and conditions, and

ATTACHMENTS



Federal Provisions & Federal Required Forms

<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p>Local Agency Terms for Federal Aid Professional Services Contracts</p>	<p>375-040-84 PROGRAM MANAGEMENT 12/17 Page 1 of 3</p>
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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM CHECKLIST FOR FEDERALLY FUNDED
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PROGRAM MANAGEMENT
1/18

- provide for sanctions and penalties as may be appropriate. Page # RFP 33, 34 Contract-Sections 17,20
- 12) Performance evaluation of the consultant and conditions thereof. Page # RFP 37, Contract-Section 23
- 13) Exclusionary preference programs are **not allowed** and are not incorporated. See Checklist Item No. 8 for a sample list of preference programs. ☒
- 14) Statement by the agency that a "determination of allowable costs in accordance with the Federal cost principles" will be performed for services rendered under the contract. Page# RFP 28, Contract Section Section 6e
- 15) Contracting agency requirements pertaining to consultant errors and omissions. Page# RFP 26, 29, 33, 37, Contract Sections 3, 9.1,19, 24c

District Monitoring Responsibilities:

- 1) Verify state and federal requirements are incorporated in both the RFP and contract documents. The agency may attach their boilerplate contract to the RFP to meet the requirements. Conversely, the RFP may be included as an attachment to the final contract in order to meet the requirement.

Requirement No. 4: Truth In Negotiation Certification

References: FDOT Topic 375- 030-002-I (1); LAP Manual Ch 18; 287.055(5)(a), 287.017 F.S.

Local Agency Compliance Documentation:

- 1) Applicable to lump sum and cost plus fixed fee contracts above \$195,000. ☒ or N/A ☐
- 2) Provision and FDOT Truth-in-Negotiations Form, Form No. #375-030-30 or equivalent included in RFP and contract. ☒ Page/Attachment # RFP, 56, Contract Attachment
- 3) Upload executed form to LAPIT with final contract package. LAPIT Document No. _____

District Monitoring Responsibilities:

- 1) Verify required form is attached to the RFP and the consultant executed form is attached to the final contract package.

Requirement No. 5: Conflict of Interest/Confidentiality Certification

References: FDOT Topic 375- 030-002-I (1); FDOT Procedure #375-030-006; LAP Manual Ch 18; 2 CFR 1201.112, 2 CFR 200.318(C), 23 CFR 1.33, 23 CFR 172.7(b)(4); 112.317 F.S.

Local Agency Compliance Documentation:

- 1) Include a provision specifying contracting agency requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). Page# RFP,38 Contract, Sections 26,27
- 2) FDOT Conflict of Interest/Confidentiality Certification Form #375-030-50 included in RFP and contract. ☐ Page/Attachment # RFP, 48 Contract, Attachment
- 3) Verify responsive firms execute and submit form with proposal. ☐
- 4) Verify all members of the local agency selection committee execute form prior to evaluating firms. The agency procurement officer may not serve on the selection committee. LAPIT Document No. _____
- 5) Upload executed forms to LAPIT with final contract package. LAPIT Document No. _____

District Monitoring Responsibilities:

- 1) Verify required form is attached to the RFP and the consultant executed form is attached to the final contract package.
- 2) Verify the agency's (selection committee) executed form(s) are uploaded to LAPIT.

Requirement No. 6: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM CHECKLIST FOR FEDERALLY FUNDED
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for Federal-Aid Contracts

References: FDOT Topic 375- 030-002-I 1)); LAP Manual Ch 18; 2 CFR 180 and 1200, 23 CFR 172.5(c)(4), 23 CFR 172.7(b)(3), 2 CFR 200.213 23 CFR 630.112(c)(4)

Federal verification website: <https://www.sam.gov/portal/SAM/>; DMS state and federally disqualified vendors link:

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

Local Agency Compliance Documentation:

- 1) Provision (included in FDOT Form# 375-040-84) and FDOT Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, Form #375-030-32 included in RFP and contract. ☒ Page/Attachment # RFP, 50, Contract Attachment
- 2) Verify responsive firms execute and submit form with proposal. ☐
- 3) Verify consultant and subconsultant firms utilizing the state and federal weblinks. Provide proof of verification to District. May use FDOT Vendor Eligibility Check Prior to Contract Award Form, Form No. 375-030-91. LAPIT Document No. _____
- 4) Upload executed form to LAPIT with final contract package. LAPIT Document No. _____

District Monitoring Responsibilities:

- 1) Verify required forms are attached to the RFP and the consultant executed form is attached to the final contract package.
- 2) Verify the agency uploaded documentation of the vendor eligibility check to LAPIT.

Requirement No. 7: Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

References: FDOT Topic 375- 030-002-I 1)); LAP Manual Ch 18; 49 CFR 20.100, 23 CFR 630.112, 2 CFR 200.450, 23 CFR 172.9 (c)(2)

Local Agency Compliance Documentation:

- 1) Provision and FDOT Certification for Disclosure of Lobbying Form, Form No. 375-030-33 and FDOT Disclosure of Lobbying Activities Form, Form No. 375-030-34 included in RFP and contract. ☒ Page/Attachment # RFP 51,52, Contract Attachments
- 2) Verify responsive firms execute and submit form(s) with proposal. ☐
- 3) Standard Form-LLL, Disclosure of Lobbying Activities (FDOT Form No. 375-030-34) is only executed by the firm as needed.
- 4) Upload executed form(s) to LAPIT with final contract package. LAPIT Document No. _____

District Monitoring Responsibilities:

- 1) Verify required forms are attached to the RFP and the consultant executed form(s) is attached to the final contract package.

Requirement No. 8: Evaluation Criteria and Shortlist

References: 287.055(4)(b), F.S.; 40 U.S.C. 1101, 23 CFR 172.7(a)(1); <http://www.fhwa.dot.gov/programadmin/172qa.cfm>

Local Agency Compliance Documentation:

- 1) A minimum of three (3) responses were received. ☐
- 2) If three (3) responses were not received, was the solicitation period extended? ☐
- 3) If three (3) responses were not received, was the project re-advertised? ☐
- 4) If three (3) responses were not received, was a justification prepared and submitted to the State Local Program Administrator for approval to move forward? ☐ LAPIT Document No. _____
- 5) Evaluate and score a minimum of three (3) shortlisted firms. Number of responses received: _____ Number of firms disqualified: _____ Number of responses evaluated: _____

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6) Evaluation criteria **shall not** include the following factors:

- Price or cost elements. ☒
- In-state or local business preference. ☒
- Preference for consultant office location in proximity to the agency offices or jurisdictional boundaries. ☒
- Preference for consultant office location in proximity to the project (unless approved by FHWA). ☒
FHWA Approval LAPIT Document No. _____
- Purchasing or materials preferences. ☒
- Disadvantaged, Minority or Small Business Enterprise requirements. ☒
- Hiring preferences (e.g. homeless, welfare-to-work, veterans). ☒
- Exclusionary business preferences. ☒
- Equal distribution or rotating of work. ☒
- Any other **non**-qualifications based factor. ☒

7) Raw, individual, and summary score sheets for the written technical evaluation submitted to the District for review. ☐ LAPIT Document No. _____

8) Raw, individual, and summary score sheets for discussion, presentations, or interviews submitted to the District for review. ☐ LAPIT Document No. _____

9) Selection committee meetings were recorded or minutes taken as applicable. Choose an item.

10) If requested by the District, provide meeting minutes for review. LAPIT Document No. _____

District Monitoring Responsibilities:

- 1) Review the agency's raw, individual and summary score sheets. Verify agency shortlisted, scored and ranked a minimum of three firms, unless they received pre-approval to move forward from FHWA.
- 2) Review agency's meeting minutes or recordings of selection committee meeting minutes as needed.
- 3) Provide District concurrence to proceed to negotiations with number 1 ranked firm provided to agency in writing. Date: _____

Requirement No. 9: Independent Staff Hour Estimates

References: 23 CFR 172; 2 CFR 200.323; 216.3475 F.S.; Consultant Wage Rate Averages Report, FDOT Negotiation Handbook

Local Agency Compliance Documentation:

- 1) Submit agency independent staff hour estimate prior to negotiations. LAPIT Document No. _____
 - Estimate must be prepared by local agency staff.
 - Estimate must be submitted for Department review prior to review of the highest qualified consultant's cost proposal.
 - Estimate must include appropriate breakdown of the work or labor hours, job classifications, direct and fixed fee for the defined scope of work.
 - Agency uses independent staff hour estimates to check reasonableness of consultant estimate.

District Monitoring Responsibilities:

- 1) Provide concurrence with the agency's independent staff hour estimate prior to the start of negotiations between the agency and the consultant. Date: _____

Requirement No. 10: Negotiations

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References: 40 USC 1103; 40 USC 1104; 23 CFR 172; 287.055 (5), F.S.; FDOT Negotiation Handbook; Chapter 2011-140, Laws of Florida; 2 CFR 200.333-337; 48 CFR Part 31 - Contract Cost Principles and Procedures

Local Agency Compliance Documentation:

- 1) Use all resources available to conduct effective negotiations, including but not limited to, the refined scope of work, the evaluation factors and their relative importance, and the agency's independent estimate.
- 2) Request consultant audit package to verify costs. Date received consultant audit package. _____

Audit Package includes:

- Verification of wage rates in the form of payrolls or other supporting documentation of direct wages. Direct salary rates are not negotiated per 23 CFR 172.11(b)(2).
 - Overhead rates (indirect rates)
 - Facilities Capital Cost of Money (FCCM) rates
 - Direct Expense rates
 - Department Consultant Pre-Qualification Letters, as applicable. Department Pre-qualification Letters may be used to establish overhead, FCCM, and direct expense rates whether or not the qualifications of the RFP require Department pre-qualified consultants. The agency may request information from the State Procurement Office as needed per LAP Manual Chapter 18.7.2.
 - Agency must protect confidentiality of consultant's cost data in compliance with 23 USC 112(b)(2)(E) and 23 CFR 172.11(d). **DO NOT SHARE, TRANSMIT or UPLOAD CONFIDENTIAL COST DATA via non-secure methods.**
 - The establishment of fixed fee shall be contract or task specific and must not exceed 15% of the total direct labor and indirect costs unless justification and approval is received.
 - Verify the operating margin was paid as a lump sum or fixed fee, not included in the limiting amount.
- 3) Perform a detailed cost analysis of costs proposed by consultant using audit package submitted by the consultant. Date(s) of analysis _____

- 4) If negotiations falter, notify the District LAP Team. Upon concurrence from the District, terminate negotiations and undertake negotiations with the next most qualified consultant firm based on the original order of final rankings as determined by the selection process.

- 5) Maintain records of negotiations documenting all negotiation activities in accordance with the provisions of 2 CFR 200.333-337 and 23 CFR 172.7(a)(1)(v). LAPIT Document Nos. _____

Oral presentations, negotiations, vendor Q & A sessions, and discussions of negotiations strategies are all exempt meetings under Florida laws- see Chapter 286.0113 F.S. (*exempt meeting records*). A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording is exempt until such time as the agency provides notice of an intended decision to make a contract award or until 30 days after opening the bids, proposals, or replies, whichever occurs earlier. Meeting minutes or recordings must be available to auditors upon request.

District Monitoring Responsibilities:

- 1) Provide concurrence if negotiations falter and agency moves to next most qualified consultant, as applicable. Date: _____
- 2) Verify the agency documented its negotiations process and request agency records as needed.

Requirement No. 11: Overhead Rates (indirect rates) and Direct Salary Multipliers

References: 23 USC 112(b)(2)(C)-(D); 23 CFR 172.11(b)(1); FDOT prequalified consultants include their letter of approved overhead rates at negotiation.

Agency must protect confidentiality of consultant's cost data in compliance with 23 USC 112(b)(2)(E) and 23 CFR 172.11(d). DO NOT SHARE, TRANSMIT or UPLOAD CONFIDENTIAL COST DATA via non-secure methods.

Local Agency Compliance Documentation:

- 1) Verify that consultant overhead rates (indirect rates) as established by the consultant firm's audit package were

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not capped as defined in LAP Manual Ch. 18.7.2. ☐

- 2) Verify that consultant's direct salary multipliers as established by the consultant firm's audit package were not capped. ☐

- Any limitation on direct salary multipliers would have the effect of creating an administrative or de facto ceiling on the indirect cost rate, which is not in accordance with Federal-Aid Highway Program requirements.

District Monitoring Responsibilities:

- 1) Verify the agency documented its negotiations of consultant costs and request agency records as needed.

Requirement No. 12: Contract

References: 23 CFR 172.5; 287.055 F.S.; LAP Manual Ch 14 and Ch 18. Agency must protect confidentiality of consultant's cost data in compliance with 23 USC 112(b)(2)(E) and 23 CFR 172.11(d). DO NOT SHARE, TRANSMIT or UPLOAD CONFIDENTIAL COST DATA via non-secure methods.

Local Agency Compliance Documentation:

- 1) Verify executed contract incorporates all provisions as specified in Requirement Nos. 1-7 of this checklist. ☐
Attachments or exhibits to the contract must be stated in the body of the contract.
- 2) Verify executed contract **does not** include special provisions and contract terms **excluded** from the original solicitation/RFP. Agency may not add items to the final contract that were not identified in the RFP. ☐
- 3) Department concurrent and federal authorization are required prior to final execution of agency professional services contracts or task work orders.
- 4) Final Contract Package LAPIT Document No. ____
 - Final contract package must include all attachments, exhibits, executed forms, and other items incorporated into the contract physically or by reference.
 - Create local agency contract screen in LAPIT. Date: _____. Contract screens are required for consultants to report DBE Commitments in EOC.

District Monitoring Responsibilities:

- 1) Review and provide District concurrence to execute final contract. Date: _____
- 2) Verify agency uploaded final contract package with all attachments and created LAPIT contract screen.

Requirement No. 13: Continuing Services or Indefinite Quantity/Indefinite Delivery (IDIQ) Contracts

References: 23 USC 112(a); 23 CFR 172.9(a)(3); Chapter 287.55(2)(g) F.S.; LAP Manual Ch 18.7

Local Agency Compliance Documentation:

Continuing services follow Requirement Nos. 1-12 of this Checklist. In addition, the following provisions, terms, and conditions are required for compliance with state and federal requirements for procurement of continuing services contracts. Include provisions in both the RFP and contract documents.

- 1) Verify maximum limiting amount of contract does not exceed \$1.5 million. Page# _____
- 2) Verify maximum contract term does not exceed five (5) years. Page# _____
- 3) Verify the scope of services is limited to one phase of work. General services or "umbrella" contracts are not allowed under the federal requirements. Page# _____
- 4) Verify services are restricted in use for projects in which the estimated construction cost does not exceed \$2 million, as applicable. Page# _____
- 5) Verify services are restricted in use for projects in which the study activity does not exceed \$200,000, as applicable. Page# _____
- 6) Verify the solicitation/RFP identifies the maximum number of contracts to be awarded. Page# _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- 7) If more than one contract may be awarded, the RFP must specify procedures for how the task work orders will be assigned among the selected, qualified consultant firms. Page # _____
- Task work orders cannot be awarded among consultants based on cost or price, or on a rotational basis.
 - Task work orders must be awarded through an additional qualifications-based selection procedure or on a regional basis whereby the jurisdiction is divided into regions and consultants are assigned work orders by region.
 - Each task work order requires development of a detailed scope of services by the agency.
- 8) Each task work order requires development of a man hour estimate by the agency based on the detailed scope of services

District Monitoring Responsibilities:

- 1) Forward draft RFP with the draft contract to the State Local Program Administrator for review and concurrence. Concurrence Date: _____
- 2) Verify agency completed and complied with each Checklist Item, as applicable. *Note: Bid opportunity must be collected via paper forms as EOC will not be available for LAP Continuing Contracts during the solicitation period.. DBE commitments are reported for each task work order. The agency will create local agency contract screens each time a task work order is issued for a LAP project.*

Local Agency: I hereby certify that the above mentioned LAP project professional services RFP and associated contract contains the provisions set forth in this checklist.

Signature

Procurement/Purchasing Position Title

Name (Printed)

Date

District LAP Administrator/Designee: I hereby certify that the Checklist is complete as indicated and that the provisions set forth in this checklist are contained in LAP project professional services RFP and associated contract.

Signature

Position Title

Name (Printed)

Date

From: [Denninghoff, John P](#)
To: [Gumm, Corrina](#)
Cc: [Lewis, Sally A](#)
Subject: FW: Upcoming SJHP Alternative Corridor Evaluation Project
Date: Wednesday, March 20, 2019 4:29:56 PM
Attachments: [image005.png](#)
[image007.png](#)
[image009.png](#)
[21-0-2019 Florida Today Legal Ad.docx](#)
[21-0-2019 RFQ SJHP ACE Draft 031109.docx](#)
[2019 02 01 LAP Checklist 525-010-49 Draft 2-6-19.docx](#)

FYI

From: Juliet Misconi [mailto:Juliet.Misconi@palmbayflorida.org]
Sent: Tuesday, March 19, 2019 12:44 PM
To: Denninghoff, John P
Cc: Suzanne Sherman; Lisa Morrell; Bobbye Marsala; Frank Watanabe
Subject: FW: Upcoming SJHP Alternative Corridor Evaluation Project

Hi John,

I am including our most recent version of the ACE RFQ and the Draft LAP checklist, as well as a copy of our Draft Florida Today Legal Ad. This entire solicitation, draft legal ad, and checklist have been fully vetted and approved by Allison Godwin from FDOT. I can furnish her email if needed. The pending item was Exhibit 1 to the Scope of Services, which was a more technical and involved Scope of Work than the overview scope included in the RFQ. Exhibit 1 was still being reviewed by FDOT's planning department per the last email I saw. Frank Abbate should be able to furnish the most recent draft.

I am glad to answer any questions you may have. Please let me know how I can be of further assistance.

Best,

Juliet Misconi, CPPO, CPPB
Deputy Chief Procurement Officer
City of Palm Bay Procurement Department
120 Malabar Road SE
Palm Bay, FL 32907
321-952-3424

From: Gillette, Georganna <Georganna.Gillette@brevardfl.gov>
Sent: Thursday, March 14, 2019 8:51 AM
To: Suzanne Sherman <Suzanne.Sherman@palmbayflorida.org>; Denninghoff, John P <John.Denninghoff@brevardfl.gov>
Cc: Lisa Morrell <Lisa.Morrell@palmbayflorida.org>; Andy Anderson <Andy.Anderson@palmbayflorida.org>; Frank Watanabe <Frank.Watanabe@palmbayflorida.org>; Juliet Misconi <Juliet.Misconi@palmbayflorida.org>
Subject: RE: Upcoming SJHP Alternative Corridor Evaluation Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
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Suzanne,

Thank you to Palm Bay staff for all of your hard work to get the project ready to advertise. The transition to the county should be fairly smooth. We look forward to working with everyone as the study moves through the process.

Georganna Gillette

Executive Director

Space Coast Transportation Planning Organization

2725 Judge Fran Jamieson Way, Building B,

Melbourne FL 32940

P: (321) 690-6890

<http://spacecoasttpo.com/>



From: Suzanne Sherman [<mailto:Suzanne.Sherman@palmbayflorida.org>]

Sent: Wednesday, March 13, 2019 5:06 PM

To: Gillette, Georganna; Denninghoff, John P

Cc: Lisa Morrell; Andy Anderson; Frank Watanabe; Juliet Misconi

Subject: Upcoming SJHP Alternative Corridor Evaluation Project

Hi Georganna,

Thank you for your call earlier today. I have discussed with our City Manager, Lisa Morrell, and the rest of our team, regarding the question of whether we would be willing to allow Brevard County to manage the SJHP Phase 4 alternative corridor evaluation study that is currently budgeted in FY 20 in the SCTPO adopted priorities list. While our staff has been gearing up to manage this project, if, as you mentioned, the County is willing to take on this initial phase of the project, we are in support of this concept.

John, if there is anything that we can do to support you in this, or any way we can partner together to help, please do not hesitate to let us know. I have copied Juliet Misconi, our Deputy Chief Procurement Officer, and Frank Watanabe, City Engineer, as they have both been preparing for this project and may have documentation that could be useful to you and your team.

Thank you,



Suzanne Sherman
Deputy City Manager

Down to Earth And Up To Great Things



321.952.3411



321.210.1231

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BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202


Inter-Office Memo

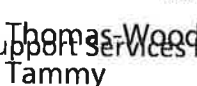
3/26/2019

TO: Commissioner Kristine Zonka, Chair

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager

THRU: Marc Bernath, Public Works Director 
Bernath, Marc
Digitally signed by Marc Bernath, DN: cn=Bernath, Marc, email=Marc.Bernath@brevardfl.gov, Date: 2022.06.14 10:29:15 -0400

FROM: Tammy Thomas-Wood, Support Services Manager 
Digitally signed by Thomas-Wood, Tammy, DN: cn=Thomas-Wood, Tammy, email=Tammy.Thomas-Wood@brevardfl.gov, Date: 2022.06.14 10:29:15 -0400

RE: Second Extension to Professional Services Contract (St. Johns Heritage Parkway Alternative Corridor Evaluation Study)

DATE: June 13, 2022

The County entered into contract with Inwood Consulting Engineers, Inc. (Contract no. 4621) to provide professional services for the St. Johns Heritage Parkway Alternative Corridor Evaluation Study with an original project completion date of January 3, 2022. On December 21, 2021, the County granted the First Extension to June 27, 2022. Despite the contractor working diligently to perform the services during the First Extension, there have been additional project delays due to unforeseen circumstances in working through the Methodology Memorandum with staff from the Office of Environmental Management of the Florida Department of Transportation. The Second Extension will grant a no-cost time extension to November 30, 2022.

On March 26, 2019 the Board authorized the solicitation and award for these services, and the Board also authorized the Chair to execute *all necessary documents related to this project contingent upon review by the County Attorney and Risk Management*. The Second Extension has been reviewed and approved by the County Attorney's Office, Risk Management and Purchasing Services, per Administrative Order 29. Furthermore, the Second Extension was approved by the Florida Department of Transportation (F.D.O.T.) as this project is receiving grant funds from F.D.O.T. Staff is respectfully requesting signature (please sign and date) by the Chair.

Clerk to the Board: Public Works Department requests the fully-executed Second Extension be returned to the Public Works Department. Please email Jeanette Scott at jeanette.scott@brevardfl.gov or call 321-350-8316 to arrange for pick up.

Please feel free to contact our office if you have any questions or concerns.

ATT: Clerk's Memorandum
Contract Review and Approval Form
Second Extension



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

March 27, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.7., Approval of St. Johns Heritage Parkway Alternative Corridor Evaluation

The Board of County Commissioners, in regular session on March 26, 2019, authorized solicitation and award for the Request for Qualifications (RFQ) for engineering services for St. Johns Heritage Parkway Alternative Corridor Evaluation (ACE); authorized County Manager to appoint a Selection and Negotiation Committee; authorized the Chair to execute the Professional Services Contract, the forthcoming Florida Department Of Transportation Local Agency Program agreement, and resolution, and all necessary documents related to this project contingent upon review by the County Attorney and Risk Management; and approved any and all Budget Change Requests associated with this action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Donna Scott

for Tammy Rowe, Deputy Clerk

/cmw

cc: County Manager
Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Inwood Consulting Engineers, Inc.		2. Amount: N/A
3. Fund/Account #: N/A	4. Department Name: Public Works	
5. Contract Description: Second Extension to Professional Services Contract re; SJHP ACE		
6. Contract Monitor: Jeanette Scott		8. Contract Type: CONSULTANT
7. Dept/Office Director: Marc Bernath		
9. Type of Procurement: Request for Qualifications (RFQ)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Purchasing

☒
☐

Risk Management

☒
☐

County Attorney

☒
☐

Wall, Katherine

Digitally signed by Wall, Katherine
Date: 2022.05.25 10:43:06 -04'00'

Wilson, Shannon

Digitally signed by Wilson, Shannon
Date: 2022.05.24 10:26:54 -04'00'

Esseesse, Alexander

Digitally signed by Esseesse, Alexander
Date: 2022.05.20 17:12:31 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Inwood Consulting Engineers, Inc.		2. Amount: N/A
3. Fund/Account #: N/A	4. Department Name: Public Works	
5. Contract Description: Second Extension to Professional Services Contract re; SJHP ACE		
6. Contract Monitor: Jeanette Scott		8. Contract Type: CONSULTANT
7. Dept/Office Director: Marc Bernath		
9. Type of Procurement: Request for Qualifications (RFQ)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Thomas-Wood, Tammy Digitally signed by Thomas-Wood, Tammy
DN: cn=Thomas-Wood, Tammy, o=Brevard County, email=Thomas.Wood@brevard.net
Date: 2022.05.20 17:12:31 -0400

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☒
☐

Esseesse, Alexander Digitally signed by Esseesse, Alexander
Date: 2022.05.20 17:12:31 -0400

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

SECOND EXTENSION TO PROFESSIONAL SERVICES CONTRACT
(ST. JOHNS HERITAGE PARKWAY ALTERNATIVE CORRIDOR EVALUATION STUDY)

THIS SECOND EXTENSION TO PROFESSIONAL SERVICES CONTRACT (ST. JOHNS HERITAGE PARKWAY ALTERNATIVE CORRIDOR EVALUATION STUDY) ("Second Extension") is hereby granted the date of signature below by Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY and Inwood Consulting Engineers, Inc., having a principal address of 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765, hereinafter referred to as "CONTRACTOR", entered into the Professional Services Contract for the St. Johns Heritage Parkway Alternative Corridor Evaluation Study on December 30, 2019, referred to as the "Original Contract", which is incorporated herein by this reference; and

WHEREAS, the Original Contract set out a certain deadline for the completion of services by the CONTRACTOR, per Section 4 – Time of Completion, to be twenty-four months from the Notice to Proceed issued by the COUNTY; and

WHEREAS, the COUNTY issued the Notice to Proceed on January 3, 2020; and

WHEREAS, despite the CONTRACTOR working diligently to perform the services outlined in the Original Contract in a timely manner, there were project delays due to unforeseen circumstances and extensive coordination efforts with stakeholders; and

WHEREAS, Section 4 of the Original Contract provides for a reasonable extension of time in the event there is a delay on the part of the COUNTY in fulfilling its part of the Original Contract or should weather conditions, acts of God or hidden conditions delay performance of the CONTRACTOR'S duties. Such an extension of time shall be the sole remedy of the CONTRACTOR for such delays, and the CONTRACTOR will not be entitled to any damages or any claim for extra compensation; and

WHEREAS, on December 21, 2021, the COUNTY granted the First Extension to June 27, 2022 to the CONTRACTOR; and

WHEREAS, despite the CONTRACTOR working diligently to perform the services during the First Extension, there have been additional project delays due to unforeseen circumstances in working through the Methodology Memorandum with staff from the Office of Environmental Management of the Florida Department of Transportation; and

WHEREAS, the COUNTY received an updated project schedule, attached hereto as Exhibit A, and a request from the CONTRACTOR seeking a time extension to November 30, 2022.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and for other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the COUNTY acknowledges and agrees as follows:

1. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Second Extension.
2. **Extension.** A no-cost time extension to November 30, 2022, is hereby granted to the CONTRACTOR to complete the professional services outlined in the Original Contract in accordance with project scheduled attached hereto as Exhibit A.
3. **Effective Date.** This Second Extension shall take effect on the date of the below signature.
4. All terms and conditions of the Original Contract and First Extension not inconsistent with the provisions of this Second Extension are incorporated herein by this reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the party hereto has subscribed their name and have caused this Second Extension to be executed by its duly authorized representative on the day and year written below.

ATTEST:

Brevard County, Florida


Rachel Sadoff, Clerk of the Court

By: 

Kristine Zonka, Chair

Date: 

As approved by the Board on March 26, 2019

St. John's Heritage Parkway - Alternative Corridor Evaluation - Remaining Tasks

[illegible]