

CR 167(FAIRVIEW RD) SIGNAGE & PAVEMENT MARKING

CONSTRUCTION ENGINEERING INSPECTION SERVICES

REQUEST FOR QUALIFICATIONS INFORMATION PACKAGE

FDOT FPID #: 405679-3-58-01

RFP # 2021-ENGRFP-001

**Jackson County Board of County Commissioners
2864 Madison Street
Marianna, FL**

ADVERTISEMENT FOR BIDS
JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS 2021-ENGRFP-001
FDOT FPID NO. 405679-3-58-01

The Jackson County Board of County Commissioners is seeking professional consultant services for Construction Engineering Inspection (CEI) Services on the CR 167 (Fairview Road) Signage and Pavement Marking. The scope of this project will include signing and pavement marking improvements on CR 167 (Fairview Road) from Calhoun County Line to CR 276 (Kynesville Road). The work is identified in the plans and specifications prepared by Greenman-Pedersen, Inc. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway Construction Engineering Inspection
Response Deadline: Tuesday, December 28, 2020 at 2:00 P.M. CT
Opening Date: Tuesday, December 28, 2020 at 2:15 P.M. CT

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

Information regarding the proposal can be obtained at the Jackson County Purchasing Office, 2864 Madison St, Marianna, FL, Florida or by email to taylors@jacksoncountyfl.gov and on the County's Web Site at www.jacksoncountyfl.gov. In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the County must be directed to Mr. Scotty Taylor, Public Transportation Director, 850-209-9844 or taylors@jacksoncountyfl.gov. The last day to submit questions concerning this RFP is December 20, 2020.

If interested, qualified consultants are required to submit the one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package with all supporting documentation as described below. The electronic version should be in pdf format on a cd or usb drive. CD's and USB will not be returned. Faxed copies or Electronic versions submitted via e-mail will not be accepted. Submittals shall be enclosed in a sealed envelope bearing the title: **SEALED BID for "2021-ENGRFP-001 CR 167 (Fairview Road) Signage and Pavement Marking CEI Services"**, the name of the Respondent and the date for opening. Submittals shall be valid to Jackson County for a period of 180 days after the opening. to the Jackson County Purchasing Office, 2864 Madison St, Marianna, FL, 32448 by the response deadline.

PART I – GENERAL INFORMATION

The Jackson County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection of the signage and pavement markings on CR 167(Fairview Rd) from Calhoun County Line to CR 276(Kynesville Rd). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway Construction Engineering Inspection
Response Deadline: Tuesday, December 15, 2020 at 2:00 P.M. CT
Opening Date: Tuesday, December 15, 2020 at 2:15 P.M. CT

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

Information regarding the proposal can be obtained at the Jackson County Purchasing Office, 2864 Madison St, Marianna, FL, and on the County's Web Site at www.jacksoncountyfl.gov. In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the County must be directed to Mr. Scotty Taylor, Public Transportation Director, 850-209-9844 or at taylor@jacksoncountyfl.gov. The last day to submit questions concerning this RFP is December 10, 2020.

If interested, qualified consultants are required to submit the one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package with all supporting documentation as described below. The electronic version should be in pdf format on a cd or usb drive. CD's and USB will not be returned. Faxed copies or Electronic versions submitted via e-mail will not be accepted. Submittals shall be enclosed in a sealed envelope bearing the title: **SEALED BID for "2021-ENGRFP-001 CR 167 (Fairview Road) Signage and Pavement Marking CEI Services"**, the name of the Respondent and the date for opening. Submittals shall be valid to Jackson County for a period of 180 days after the opening. to the Jackson County Purchasing Office, 2864 Madison St, Marianna, FL, 32448 by the response deadline.

PART II – PROPOSAL PREPARATION INSTRUCTIONS

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

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

A committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being presented to the Board for approval. Negotiations will follow pending Board approval and FDOT approval.

All prospective submitters are hereby cautioned not to contact any County Commissioner member or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through Mr. Scotty Taylor at taylors@jacksoncountyfl.gov. Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The Local Agency of Jackson County hereby notifies all firms that it will affirmative ensure that any contract entered pursuant to this advertisement and any DBE will be afforded full opportunity to submit proposals in response to this information. The contractor, sub recipient or subcontractor shall not discriminate based on 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 contractor to carry out these requirements is a material breach 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) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

SUBMITTAL REQUIREMENTS

The proposer shall submit the one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package with all supporting documentation as described below. The electronic version should be in pdf format on a cd or usb drive. CD's and USB will not be returned. Faxed copies or Electronic versions submitted via e-mail will not be accepted. Submittals shall be enclosed in a sealed envelope bearing the title: **SEALED BID for "2021-ENGRFP-001 CR 167 (Fairview Road) Signage and Pavement Marking CEI Services"**, the name of the Respondent and the date for opening. Submittals shall be valid to Jackson County for a period of 180 days after the opening. to the Jackson County Purchasing Office, 2864 Madison St, Marianna, FL, 32448 by the response deadline.

1. LETTER OF RESPONSE

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

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and internet email address
- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

2. SCORING FACTORS (max score 100)

- **EEO Capabilities (30 points):** Demonstrate past experience with federal funding (specifically Local Agency Program Funding) and EEO/DBE reporting. Must show a minimum of 3 EEO/DBE projects completed successfully. Display expertise with certified payrolls, federal funded FDOT projects, LAPIT program, Contract Compliance Workbook. See Part II-Scope of Services for a complete list of items to be completed for EEO Capabilities.

- **Organization and Staffing (25 Points):** Identify the roles and responsibilities of the proposed personnel. The project manager, EEO Compliance Specialist, inspect and any other related personnel should be shown with each individual's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project. Construction Training and Qualification Program (CTQP) printouts may also be submitted.

- **Experience of the firm & References (30 Points):** Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 4 projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. Lap projects should also be shown if possible.

- **Availability of workload & willingness to meet time requirements (15 Points):** Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provided a schedule of project progress beginning with pre-construction conference and ending with project closeout.

3. OTHER STATEMENTS, FORMS AND DOCUMENTATION

a. Certificate of Insurance as described under the INSURANCE section for:

- i. Workers Compensation Coverage
- ii. General, Automobile and Excess or Umbrella Liability Coverage
- iii. General Liability Coverage - Occurrence Form Required
- iv. Business Auto Liability Coverage
- v. Excess or Umbrella Liability Coverage
- vi. Professional Liability

b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at:

<http://ccfcorp.dos.state.fl.us/index.html>.

c. FDOT Prequalification Letter: 10.1 – Roadway Construction Engineering Inspection

d. E-Verify

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any 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.

e. Public Entity Crimes Statement

f. Drug-Free Workplace Form

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

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

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

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

k. Compliance with LAP Terms for Federal-Aid Project is required: FDOT Form #375-040-84 LAP Terms for Federal-Aid Projects has been attached to this RFQ starting on page 9. It is a total of 3 pages.

LENGTH OF SERVICE - The Consultant's construction engineering inspection services shall begin upon written Notice to Proceed (NTP) by the County. It is anticipated that the NTP will be issued by January 6, 2021. It is projected that all work will be completed by March 22, 2021. This contract is for the Construction and Inspection Services as related or required for CR 167 Signage and Pavement Markings Project and is not a continuing services contract.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - For this FDOT assisted contract, Jackson County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 10.65% goal. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

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

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

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

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

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

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

Workers Compensation Coverage: The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d)

and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

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

General Liability Coverage - Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

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

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

Business Auto Liability Coverage: Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage: Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability: \$1,000,000 per occurrence minimum limit.

Compliance with LAP Terms for Federal-Aid Project is required: FDOT Form #375-040-84 LAP Terms for Federal-Aid Projects has been attached after this page. It is a total of 3 pages.

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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 Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.

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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

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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

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.

PART III – SCOPE OF SERVICES

The services sought are for the construction engineering and inspection services (CEI), but not limited to, for the signing and pavement marking improvements on CR 167 (Fairview Road) from Calhoun County Line to CR 276 (Kynesville Road). The work includes MOT in accordance with FDOT Standards, placement of signing, removable of existing pavement markings, standard thermoplastic pavement markings, profiled thermoplastic pavement markings (audible/vibratory warning), raised pavement markers and other as indicated in the bid documents and plans.

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

The responsibilities of the Consultant on this project are:

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

2. Progress meetings: Prepare the agenda, attend, and conduct meetings with the County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commissioner meetings as necessary.

3. Project Administration: Provide project administration and coordinate with the assigned County Project Manager. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County Department Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All CEI staff proposed for this project must meet the personnel requirements and qualifications listed in **Section 19. Personnel** of this Scope of Services.

5. On-site Inspection: The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such

documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone traffic control plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with FDOT procedures. Consultant employees performing such services shall be qualified in accordance with FDOT requirements and procedures.

6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County Project Manager of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County Project Manager. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the FDOT. Submit Value Engineering Change Proposals to the County Project Manager for analysis and distribution to the appropriate division(s). Develop change orders as approved by the FDOT and present to the Board of County Commissioners for their approval.

7. Shop Drawings: Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

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

9. Quality Assurance and Testing for Acceptance: The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done. The Consultant will input verification testing information and data into the FDOT database if required by FDOT.

10. Progress Payments: The Consultant will document and accurately estimate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. FDOT Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

11. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the County Project Manager for processing.

12. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.

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

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

14. Contractor's Payrolls, Employee Interviews and Contract Compliance (EEO): Receive and check the contractor's payrolls for conformance to federal wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the County Project Manager and FDOT District 3 LAP Coordinator and FDOT District 3 Contract Compliance Manager prior to withholding payments. Conduct employee interviews on the forms approved by FDOT and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office. EEO to be in accordance with the FDOT Contract Compliance Manual.

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

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

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

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

19. Personnel:

a. General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in the professional services contract between the Jackson County Board of County Commissioners and the Consultant.

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

b. Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager any change to personnel proposed for assignment to the project, including a detailed resume for each containing education, experience and certifications. Any personnel changes shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

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

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

20. Compensation: Method of compensation is outlined in the professional services contract between the Jackson County Board of County Commissioners and the Consultant.

21. Inspector General: Following clause is required to be incorporated in all contracts with the consultant and consultant's subcontractor's: The Consultant agrees 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. "(5) It is the duty of every state office, employee, agency, special district, board, commission, contract, and subcontract to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

PART IV – EVALUATION OF PROPOSALS
EVALUATION METHOD AND CRITERIA

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Proposals (RFP), who meet the requirements, will be ranked in accordance with the criteria established in these documents under submittal requirements section two labeled scoring factors. The County will consider all responsive and responsible proposals received.

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

Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined as follows:

Evaluation Criteria	Points
EEO Capabilities	30
Organization and Staffing	25
Experience of the firm & References	30
Availability of workload & willingness to meet time requirement	15
Total	100

SELECTION

The selection committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on November 16, 2020. Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tiebreaker.

If the Board of County Commissioners concurs with the selection committee, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Board's recommendation, contract price negotiations will begin between the selected firm and Jackson County.

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

PART IV – PROCUREMENT AND CONTRACT SCHEDULE

The anticipated schedule for this project is as follows:

Proposal Advertised & Posted on Website	December 1, 2020
Deadline for Questions	December 20, 2020
Proposal Due	December 28, 2020
Review Committee Scores Due	December 28, 2020
Final Scores & Ranking Submitted to FDOT for Review	January 12, 2021
Rankings Presented to BOCC for Selection and Approval to begin Negotiations	January 14, 2021
Contract Negotiations	January 14, 2021
Finalize / Execute Agreement	January 18, 2021
Issue Notice to Proceed	January 20, 2021
Project Completion & Closeout	April 5, 2021

**JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
CONTRACT FOR PROFESSIONAL SERVICES**

**JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
STANDARD PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between Jackson County, a political subdivision of the State of Florida, whose address is 2846 Madison St, Marianna, FL 32448 (the "County") and _____, a Florida corporation authorized to transact business in the State of Florida, whose address is _____ (the "Contractor").

WHEREAS, the County has been awarded funding under the Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") the CR167 Signage and Pavement Project, FPN: 405679-3-58-01 (the "Project"), as more specifically set forth in the LAP Agreement (including all attachments and exhibits, the "LAP Agreement") attached hereto and by reference incorporated herein and made a part hereof for all purposes;

WHEREAS, the County has the authority to contract with professionals in the performance of the LAP Agreement;

WHEREAS, the County has competitively bid the construction engineering and inspection (CEI) services required for the Project under the LAP Agreement, and has met the requirements of the Consultants' Competitive Negotiation Act in section 287.055, Florida Statutes, as amended;

WHEREAS, the County has awarded the CEI services required for the Project to the Contractor;

WHEREAS this Agreement is intended to define the terms under which the Contractor shall provide CEI services to the County for the Project under the terms of the LAP Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. **INCORPORATION OF RECITALS AND ATTACHMENTS.** The parties expressly incorporate the recitals of this Agreement as a part hereof for all purposes. The parties also expressly incorporate the LAP Agreement and Program Requirements, FDOT Form 375-040-84, Jackson County Request for Proposals No. 2021-ENG-02 and Contractor's Proposal in response to Jackson County Request for Proposals No. 2021-ENG-02. In the event of any inconsistency, the LAP Agreement and Program Requirements and FDOT Form 375-040-84 shall control, followed by the body of this Agreement, RFP No. 2021-ENG-02 and Contractor's Proposal in response to RFP No. 2021-ENG-02. The Contractor is expressly bound by the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations. The terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations, shall be incorporated into all subcontracts and lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.
2. **SERVICES AND PERFORMANCE.** The Contractor agrees to provide the following services to the County: CEI services in connection with the Project pursuant to and in accordance with the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations, subject to the following conditions. The Contractor shall be responsible for completion of all CEI services related to the Project to

the satisfaction of the County and FDOT as set forth above. At the end of the contract, the County shall evaluate the Contractor's performance. This evaluation will occur within 30 days of the completion of this project. The Contractor shall cooperate with this evaluation. The evaluation will become a public record.

A. The Contractor shall execute and be bound by all documents in such form and substance as the County or FDOT may require for the County and the Contractor to comply with the terms and conditions of the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations. Such documents may impose reasonable material covenants, terms, conditions, obligations, and other requirements of the Contractor in addition to, but not inconsistent with, those set forth herein.

B. The Contractor shall perform all services in accordance with the schedule set forth in RFP No. 2021-ENG-02 and in the LAP Agreement and shall promptly notify the County of any delays or anticipated delays in the performance of such services.

C. All services will be performed by the Contractor to the satisfaction of the Jackson County Administrator, or assign, who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding on the parties hereto.

D. In the performance of professional services, the Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar locations. The Contractor shall use due care in performing its services and will have due regard for acceptable engineering standards and principles. The Contractor's standard of care shall not be altered by the application, interpretation, or construction or any other provision of this Agreement.

E. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the County under this Agreement will be considered works made for hire and will become the property of the County without restriction or limitation on their use and will be made available, upon request, to the County at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the County of said document(s), the County will become the custodian thereof. The Contractor will not copyright any materials.

F. The Contractor shall be responsible for all reports and records required under the terms of the LAP Agreement. The Contractor shall provide to the County all reports and records required by the LAP Agreement in accordance with the schedule established by the LAP Agreement or otherwise by FDOT. In addition, written updates will be provided to County staff on a monthly basis and presentations will be made before the Jackson County Board of Commissioners when requested by the County Administrator or assign/designee.

G. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a supplemental agreement covering such work and compensation. Reference herein to the Agreement will be considered to include the supplemental agreement.

H. The Contractor shall permit, and shall require its subcontractors to permit, the County or FDOT to inspect all work, workmanship, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

3. **TERM.** The term of this Agreement shall commence upon execution by both parties and shall be completed in 75 Calendar Days unless earlier terminated in accordance with the terms of this Agreement or the LAP Agreement or extended by written amendment or supplemental agreement. All services shall be performed in accordance with the schedule set forth in and during the term of the LAP Agreement. No payment shall be made for any services which are not performed in accordance with the schedule set forth in and during the term of the LAP Agreement, unless an extension is granted by written amendment or supplemental agreement.

4. **COMPENSATION.** The Contractor agrees that it shall receive payment for services performed upon satisfactory completion of the services, as determined by the County Administrator and FDOT, subject to the following conditions.

A. The County agrees to pay the Contractor the total sum of \$_____ for the services performed. The complete breakdown of personnel and rates with the total contract amount has been attached as Attachment-J. Contractor will submit monthly invoices based on hours worked for each classification multiplied by the hourly rate. Invoices will include the contract total, a running total to date, and the current invoice amount. Contractor will only be paid for work performed under this contract and this is NOT a Lump Sum Contract. The Contractor shall be responsible for all expenses related to services provided under this Agreement and shall not be reimbursed for any expenses whatsoever.

B. The Contractor must provide the specific deliverables and/or perform the specific services required under this Agreement and the LAP Agreement to the satisfaction of the County and FDOT before any scheduled payment becomes due. The Contractor shall not be entitled to any scheduled payment before the corresponding work is completed to the satisfaction of the County and FDOT.

C. The payments under this Agreement are funded solely with the funds awarded to the County for the completion of the Project under the LAP Agreement. The performance of Jackson County of any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds for the completion of the Project under the LAP Agreement and the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

D. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

E. Any adjustments to compensation due to changes in the scope of the services

rendered because of any changes in the work must be approved by supplemental agreement covering such work and compensation.

F. Payment of approved bills submitted in accordance with the terms hereof shall be due and made in accordance with the Local Government Prompt Payment Act in section 218.70 et seq., Florida Statutes.

G. Records of costs incurred shall be maintained and made available to the County and FDOT upon request at all times during the term of this Agreement and for five years after final payment for the work pursuant to this Agreement is made. Copies of all documents and records shall be furnished to the County and FDOT upon request.

H. Records of costs incurred shall include the Contractor'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 and proper by the County for a proper audit of Project costs.

I. The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement and the LAP Agreement for a period of at least 5 years after the work is completed and shall allow the County and the FDOT access to such records upon request.

J. The Contractor shall not be entitled to any fringe benefits in connection with services performed under this Agreement.

K. A determination of allowable costs in accordance with federal principles will be performed for services rendered under this contract.

5. INDEMNITY AND PAYMENT FOR CLAIMS.

A. LIABILITY; INDEMNIFICATION; HOLD HARMLESS. The Contractor shall be liable for all damages caused by or resulting from the breach of this Agreement by the Contractor or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, related to the performance of this Agreement. The Contractor agrees to indemnify, defend and hold harmless FDOT and the County, their officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor in the performance of this Agreement, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, FDOT and the County do not intend and in no way waive any sovereign immunity rights that they possess.

The Contractor agrees that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. PAYMENT FOR CLAIMS. Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the services provided under this Agreement, and Contractor shall be solely responsible for payment of all such claims. Final acceptance and payment does not constitute county approval and will not relieve the contractor of the responsibility for subsequent corrections of any errors and or omissions and the clarification of ambiguities. The contractor shall make all necessary revisions or corrections resulting from errors and or omissions on the part of the contractor without additional compensation.

6. COMPLIANCE WITH LAWS.

A. The Contractor and any subcontractors shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the work or payment for the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

B. All final plans, documents, reports, studies, and other data prepared by the Contractor shall bear the professional's seal and signature in accordance with law.

C. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any person, company, or firm any fee, commission, or other consideration contingent upon or resulting from the award of making of this Agreement.

D. The Contractor shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

E. The Contractor and its employees shall be bound by the standards of conduct provided in the applicable Florida Statutes and rules of the Department of Business and Professional Regulation as they relate to the work performed under this Agreement.

F. 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.

G. An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

H. 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 Agreement or the proceeds thereof.

I. Throughout the duration of this Agreement, the Contractor will serve as an independent contractor of the County. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, worker's compensation insurance, and all other applicable state and federal laws and regulations.

7. **INSURANCE.** The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall be responsible for the cost of such insurance.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).
3. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$100,000 per accident and \$100,000 per employee, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation In lieu of Additional Insured is required.
4. Professional Liability/Errors or Omissions Coverage: All types necessary to protect the County from any professional liability or errors or omissions arising under this agreement with a minimum \$1,000,000 liability per occurrence. The deductible shall not exceed \$25,000 and if greater than \$1,000 must be guaranteed by the Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the

contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

a. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

b. Verification of Coverage. Contractor shall furnish the County with certificates

of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

c. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. **SUBJECT TO FUNDING.** This Agreement is subject to funding from FDOT under the LAP Agreement. In the event that FDOT does not disburse funds to the County for any reason, including a default under the terms of the LAP Agreement, the County will have no obligation to disburse any funds for any reason. In the event that FDOT terminates funding for the Project under the LAP Agreement, this Agreement will automatically terminate. In addition, this Agreement is subject to the amounts budgeted by the County as amounts available for expenditure during the current fiscal year. The County shall not be liable for any amounts for which an appropriation is not made by any entity for any reason. Nothing herein will prevent the County from entering into contracts for periods exceeding one year, but any such contract shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. The County's disbursement of funds which were not available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
9. **RETURN OF FUNDS.** In the event that FDOT requires the repayment of any funds disbursed under the LAP Agreement for any reason, the Contractor shall be solely responsible for the repayment of all such funds. This obligation shall survive the termination and expiration of this Agreement.
10. **SURETY BOND.** The Contractor shall maintain a bond on behalf of the County in the full amount of the funding under the LAP Agreement. The bond shall be issued by a company authorized to issue bonds in the State of Florida and approved by the County. The County shall be entitled to recover from the bond any damages incurred as a result of the Contractor's default under or non-performance of this Agreement or the LAP Agreement.
11. **SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the County, other than those costs negotiated within the limits and terms of this Agreement. All subcontractors and other persons retained by the Contractor to perform any work under this Agreement shall be the Contractor's agents, and the Contractor shall be fully responsible for satisfactory completion of all such work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the County.
12. **TERMINATION AND DEFAULT.**
 - A. This Agreement may be terminated by the County in whole or in part at any time, with or without cause. Termination by the County without cause or for convenience shall not constitute a default hereunder and shall not subject the County to any penalty or claim for damages. The County also has the right to terminate this Agreement for cause, including but

not limited to, the Contractor's default or failure to perform hereunder, or the Contractor's voluntary or involuntary bankruptcy or in the event an assignment is made for the benefit of creditors. This Agreement may be terminated by the Contractor only by mutual consent of both parties.

B. If the County determines, in its sole discretion, that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the County.

C. If the County decides to terminate this Agreement for reasons other than unsatisfactory performance of the Contractor, the County shall notify the Contractor of such termination, with instructions as to the effective date of termination, or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the County and will be turned over promptly by the Contractor.

E. The County may issue a verbal or written Stop Work order to the Contractor at any time, and the Contractor shall immediately cease all performance under this Agreement until otherwise instructed. The Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the County.

F. The County may elect, in its sole and absolute discretion, to enforce this Agreement and exercise any and all remedies available under applicable law. Neither a delay in exercising a remedy, nor the exercise of remedies in any particular order, shall be deemed an election of a single remedy or a waiver of any remedy or right by the County.

13. AUDITS, RECORDS, AND RECORDS RETENTION.

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Contractor in connection with the services performed under this Agreement.

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 at (850-482-9633), tidwellk@jacksoncountyfl.gov or 2864 Madison Street, Marianna, FL 32448.

The Contractor must comply with the public records laws, Chapter 119, F.S.; specifically, the Contractor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 chapter 119, Florida Statutes, 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 Agreement and following completion of the Agreement if the Contractor does not transfer the records to the County.
- d. Upon completion of the contract, at the County's sole and absolute discretion, either transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain the public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

14. **CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the County any trade secrets or confidential information as determined by the County in writing.
15. **COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the County.
16. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
17. **ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the County.
18. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

A. If to the Contractor, addressed to:

Attention: _____

B. If to the County, addressed to:

Jackson County Board of County Commissioners
Attention: County Administrator
2864 Madison St
Marianna, FL 32448

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with Florida law.

20. **VENUE.** Venue in any legal action related to this Agreement shall be in Jackson County.

21. **ENTIRE AGREEMENT.** This Agreement, including all attachments and exhibits, which are incorporated herein, constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

22. **CONTRACTUAL RELATIONSHIP.**

A. The relationship between the County and the Contractor is such that the Contractor shall be independent contractor for all purposes. Neither the Contractor nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible for in any way for the actions, liabilities, debts, or obligations of the Contractor or any other party.

B. The following provision shall be inserted 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:

“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.”

23. **TRUTH-IN-NEGOTIATION CERTIFICATE.** The Contractor hereby certifies that wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year after the expiration of this Agreement.

24. **CONFLICT OF INTEREST.** The Contractor hereby certifies that it shall completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with the performance of this Agreement which it believes that any officer, employee, or agent of the Contractor now has or will have. Such disclosure shall be made contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor.

25. **MISCELLANEOUS.**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

C. This Agreement may be amended, modified or supplemented only by a written instrument executed by all of the parties.

D. In the event either party seeks to enforce any or all of the terms of this Agreement, the party which prevails by order, judgment, stipulation, decree, settlement, voluntary action or otherwise, shall receive all reasonable attorneys' fees, costs, any other expenses, whether or not there is litigation, and whether any such litigation is judicial or administrative, including any appeals, from the losing party.

E. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of facsimile or electronic pdf copies.

F. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision.

G. This Agreement has been duly authorized by all necessary action.

26. **INSPECTOR GENERAL REQUIREMENT-**

Inspector General: Following clause is required to be incorporated in all contracts with the consultant and consultant's subcontractor's: The Consultant agrees 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. "(5) It is the duty of every state office, employee, agency, special district, board, commission, contract, and subcontract to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

27. **TERMS FOR FEDERAL-AID CONTRACTS-**

This project is a Federal Aid Contract. All terms included in Attachment shall be incorporated into this contract and project design.

28. FORMS AND ATTACHMENTS-

The following attachments are hereby incorporated as part of the contract documents.

Attachment A – Federal Form W-9 (www.irs.gov)

Attachment B – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-084)

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

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

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

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

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

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

Attachment I – Drug Free Workplace Program Certification

Attachment J – Complete Breakdown of Total Contract Amount Showing Contractor Staff with Approved Hourly Rates

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK –
SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered
in the presence of:

_____, a Florida corporation

authorized to transact business in Florida

(1st Witness Signature)

(1st Witness – Printed Name)

(2nd Witness Signature)

(2nd Witness – Printed Name)

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as President of _____, a Florida corporation authorized to transact business in Florida, on behalf of said company. Such person: () is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.

(Notarial Seal)

(Signature of Notary Public)

(Typed or Printed Name of Notary Public)

ATTEST: JACKSON COUNTY CLERK
OF COURT

**JACKSON COUNTY, FLORIDA, a political
subdivision of the State of Florida**

Clerk of Court

APPROVED AS TO FORM FOR
RELIANCE BY JACKSON COUNTY
ONLY: JACKSON COUNTY
ATTORNEY

James Peacock

Chairman, Jackson County Board of County

Commissioners

County Attorney

Attachment A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Attachment B

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

R. The Consultant hereby certifies that it has not:

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

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

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

Attachment C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION**DBE Utilization**

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

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION**DBE/AA Plans**

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

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

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

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

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

Attachment D

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☐

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

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

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

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

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

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

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

Attachment F

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

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

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

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

Name of Consultant

By: _____

Date

Attachment G

Certification Regarding E-Verify System

Contractor hereby certifies compliance with following:

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

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

Attachment H

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

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

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

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

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

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

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

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

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

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

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

Selection Committee Members:

Date: _____

Printed Names

Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

[illegible]

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

Selection Committee Members:

[illegible]

Attachment I

DRUG FREE WORK PLACE CERTIFICATE

"I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that

NAME OF FIRM

- Publishes a written statement notifying that the unlawful manufacturer, distribution, dispensing possession, or use of a controlled substance is prohibited in the workplace given above, and specifying actions that will be taken against violations of such prohibition;
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Gives each employee, engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

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

Personally known _____ or produced Identification: _____

[Type of Identification]

Signature of Notary Public _____

State of _____

My Commission Expires _____

Attachment J

**Complete Breakdown of Total Contract
Amount Showing Contractor Staff with
Approved Hourly Rates
Will be inserted at contract award.**