USERY ROAD
SIDEWALK PROJECT

CONSTRUCTION ENGINEERING & INSPECTION SERVICES

REQUEST FOR PROPOSALS
INFORMATION PACKAGE

FDOT FPID #: 440732-1-68-01

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
1331 SOUTH BLVD
CHIPLEY, FL 32428
INDEX

Request for Proposals.................................................................................................................. 3

Part I – General Information...................................................................................................... 4

Part II – Proposal Preparation Instructions................................................................................ 5

Submittal Requirements .............................................................................................................. 6
  1. Letter of Response .............................................................................................................. 6
  2. Scoring Factors (Max Score 100) ....................................................................................... 6
  3. Other Statements, Forms and Documentation ....................................................................... 7

Length of Service .......................................................................................................................... 8
Terms for Federal Aid Contracts ................................................................................................. 8
Disadvantaged Business Enterprise (DBE) .................................................................................. 8
Insurance ....................................................................................................................................... 8

Part III – Scope of Services ........................................................................................................ 10

Part IV – Evaluation of Proposals .............................................................................................. 19

  Evaluation Method and Criteria ............................................................................................. 20
  Selection ..................................................................................................................................... 20

Part IV – Procurement and Contract Schedule .......................................................................... 21

Sample Contract with Attachments ........................................................................................... 22
WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FDOT FPID #: 440732-1-68-01

The Washington County Board of County Commissioners, under the provisions of Section 288.055, Florida Statutes, and county policy, request qualifications from professional firms to provide construction engineering and inspection services for a sidewalk project, including minor drainage improvements, along the west side of Usery Road from Brickyard Road to Pine Avenue in Chipley, FL as identified in the County's Local Agency Program contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 (ROADWAY CEI)
Response Deadline: 3 p.m. Thursday, October 11, 2018
Opening Date: 9 a.m. Friday, October 12, 2018

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 Washington County Government Office, 1331 South Blvd, Chipley, FL 32428. 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 Karen Shaw, Grants Coordinator, 850-638-6058 or at kshaw@washingtonfl.com.

If interested, qualified consultants are required to submit the original and three (3) copies of the letter of response to the Washington County Government Office, 1331 South Blvd, Chipley, FL 32428 by the response deadline.

Please indicate on the envelope that it is a sealed proposal for the "RFP Usery Road Sidewalk Project CEI Services."

Board of County Commissioners
Washington County, Florida
/s/ Tray Hawkins, Chairman
PART I – GENERAL INFORMATION

The Washington County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection of the sidewalk and minor drainage improvements on the west side of Usery Road from Brickyard Road to Pine Avenue in Chipley, FL. 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.

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If interested, qualified consultants are required to submit the original and three (3) copies of the letter of response to the Washington County Government Office, 1331 South Blvd, Chipley, FL 32428 by the response deadline. All letters of response shall be sealed.
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 with the information 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 reviews are complete, the shortlisted 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 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 Karen Shaw at 850-638-6058 or kshaw@washingtonfl.com. Failure to comply with these procedures will be cause for disqualification of the firm’s proposal.

Washington 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 Negotiations Act, Title XIX, Chapter 287.055, Florida Statutes in awarding this bid. The selection committee shall consider the following factors:

SUBMITTAL REQUIREMENTS: The proposer shall submit the original and three (3) paper copies with all supporting documentation as described below (maximum of 20 pages total):

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 the internet email address; and
   e. Indication as to whether the prime firm and/or sub-consultants are Disadvantaged Business Enterprises (DBE).

2. SCORING FACTORS (max score 100)
   a. EEO Capabilities (30 points): Demonstrate past experience with federal funding (specifically Local Agency Program funding) and EEO/DBE reporting. Must show a minimum of 3 EEO/DBE projects completed successfully. Display expertise with certified payrolls, federally funded FDOT projects, LAPIT program, Contract Compliance Workbook, and the completion and submission of related paperwork as outlined in the Workbook. See Part II – Scope of Services for a complete list of items to be completed for EEO Capabilities.

   b. Organization and Staffing (25 Points): Identify the roles and responsibilities of the proposed personnel. The project manager, EEO Compliance Specialist, inspector and any other related personnel should be shown with each individual’s experience and qualifications. 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.

   c. 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.

   d. Availability of workload & willingness to meet time requirement (15 Points): Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with pre-construction conference and ending with project closeout.
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](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 sub-contractor 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)
LENGTH OF SERVICE: The consultant's construction engineering and inspections services shall begin upon written Notice to Proceed (NTP) by the County. It is anticipated that the NTP will be issued by Nov. 19, 2018. It is projected that all work will be completed by June 1, 2019.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE): For this FDOT assisted contract, Washington County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBF program on January 1, 2000 and has an overall 9.91% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

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

INSURANCE

The consultant shall procure and maintain the following described insurance, except for coverage 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 rating if "Secure Best Ratings" may be considered. Such policies shall provide coverage 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 subcontract(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 subcontracts obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage 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.

**WORKER'S COMPENSATION COVERAGE:** The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverage 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 coverage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.
The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

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

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

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

**PART III - SCOPE OF SERVICES**

The services sought are the construction engineering and inspection of approximately 900 LF of concrete sidewalk along the west side of Usery Road from Brickyard Road to Pine Avenue. Other improvements include minor drainage improvements such as concrete endwall construction, construction of concrete driveways, and associated signing and pavement markings.

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, FDOT (herein called the Department), contractor and any other pertinent personnel/ company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide 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 Department personnel, contractor, subcontractors, 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 Department Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County Department Project Engineer a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Department Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

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

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 accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. Department Project Engineer must approve any waiver of testing
documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

11. **REVISIONS TO THE CONTRACT PLANS:** Any revisions to the contract plans or cross sections will be submitted by the Consultant to the Department Project Engineer for processing.

12. **DISTRIBUTION OF CORRESPONDENCE:** A copy of all correspondence between the Consultant, contractor, subcontractors, or other 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 approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

Prepare to justify any and all pay quantities in the case of questions by the County or department. Prepare an accurate daily diary, signed by the inspector, consisting of:

a. A record of the contractors on the project
b. Their personnel (number and classification)
c. Equipment (number and type of size)
d. Location and work performed by each contractor or subcontractor
e. Events of note on the project
f. 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.
g. Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
h. Any other details that may be important later in the project life.

14. **CONTRACTORS PAYROLLS, EMPLOYEE INTERVIEWS AND CONTRACT COMPLIANCE (EEO):** Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the Department Project Engineer prior to withholding payments. Conduct employee interviews on the forms approved by the FOOT 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.

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 Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.

16. **FINAL REPORTS:** Submit a compilation of project records to the County and Department (if necessary) after project completion. Make corrections when notified and resubmit the records and 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 Department, 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 Department on behalf of the County. All questions concerning this project must be in writing and can be sent to Karen Shaw by mail at 1331 South Blvd, Chipley, FL 32428, or by email at kshaw@washingtonfl.com. No verbal questions will be addressed. The deadline for receiving questions is 3 p.m. Thursday, September 13.

19. **Personnel:**
   a. **General Requirements:**
      Provide 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 Washington 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:**

      Provide competent personnel qualified by experience and education.

      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.

Before the project begins, all project staff shall have a working knowledge of the current Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the FDOT’s procedures, Specifications and Design Standards will be obtained.

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreeted personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); directs highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

**QUALIFICATIONS:**
Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**
FDOT Advanced MOT

**OTHER:**
A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.
CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Advanced MOT

OTHER:
Attend CTQP Quality Control Manager Course and pass the examination. A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER – A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Intermediate MOT

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department’s Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:
CTQP Final Estimates Level II
**CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years’ experience in construction office management having performed project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.). Project specific work under the general supervision of the Senior Project Engineer and staff.

**QUALIFICATIONS:**
CTQP Final Estimates Level I

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

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

To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

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

**QUALIFICATIONS:**
CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years’ experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

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

QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

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

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. 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 in this proposal as follows:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEO CAPABILITIES</td>
<td>30</td>
</tr>
<tr>
<td>ORGANIZATION AND STAFFING</td>
<td>25</td>
</tr>
<tr>
<td>EXPERIENCE OF THE FIRM &amp; REFERENCES</td>
<td>30</td>
</tr>
<tr>
<td>AVAILABILITY OF WORKLOAD &amp; WILLINGNESS TO MEET TIME REQUIREMENTS</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

**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 October 25, 2018. Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tie-breaker.

If the Board of County Commissioners concurs with the selection committee, the firm name with the required selection documentation will be forwarded to the 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 Washington County.

County shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by website 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 CONTRACTSCHEDULE:

The anticipated schedule for this project is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Advertised and Issued Initially</td>
<td>September 12, 2018</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>3 p.m. October 11, 2018</td>
</tr>
<tr>
<td>Review Committee Scores Due</td>
<td>9 a.m. October 12, 2018</td>
</tr>
<tr>
<td>Final Scores &amp; Ranking Submitted to FDOT for Review</td>
<td>October 12, 2018</td>
</tr>
<tr>
<td>County Board of Commissioners to award contingent upon negotiations</td>
<td>October 25, 2018</td>
</tr>
<tr>
<td>Submittal to FOOT for Approval</td>
<td>October 12, 2018</td>
</tr>
<tr>
<td>Contract Price Negotiations</td>
<td>October 29 - November 9, 2018</td>
</tr>
<tr>
<td>Finalize Agreement/Contract Execution</td>
<td>November 12-16, 2018</td>
</tr>
<tr>
<td>County to issue NTP</td>
<td>November 19, 2018</td>
</tr>
</tbody>
</table>
SAMPLE
AGREEMENT FOR CIVIL ENGINEERING SERVICES
FOR CONSTRUCTION ENGINEERING AND INSPECTION
OF USEY ROAD SIDEWALK PROJECT

THIS AGREEMENT, dated __________, 2018, is entered into by the WASHINGTON
COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of
Florida (hereinafter called COUNTY) and ________________________________ (hereinafter
called CONSULTANT). The County and the Consultant also may be referred to individually as a
“Party” or collectively as the “Parties.”

Recitals

The County issued a Request for Proposal (“RFP”) for civil engineering services relating to the
construction engineering and inspection (CEI) for the Usey Road Sidewalk Project. The
Consultant submitted a response, dated __________, 2018, to the RFP, and the County, after
evaluation of the responses received, selected the Consultant for an award of a contract for the
CEI services. The County and the Consultant now desire to enter into a contract providing for the
furnishing of such services upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

OBJECTIVE

The Consultant shall furnish construction engineering and inspection (CEI)
services, as requested by the County, for the construction of the Usey Road Sidewalk
Project ("Project"). The consulting services to be performed are generally described in the
Scope of Services of this Agreement and is by reference incorporated herein.

CONTRACT TERM

The Scope of Services to be rendered by the Consultant shall be completed in
accordance with the project schedule included in this agreement. The commencement
date for services shall be the date specified in the written notice to proceed from the
County’s Project Manager.
Changes to such project schedule shall be subject to mutual agreement of the County and Consultant.

COMPENSATION

For the satisfactory completion of the Scope of Services, the Consultant shall be paid a total sum not to exceed $___________. The method of payment under this Agreement will be based on SPECIFIC RATES OF COMPENSATION. The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the COUNTY. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in this agreement, unless modified by an amendment executed by the County and Consultant.

The Consultant shall submit invoices to the designated Project Manager.

The County shall pay the Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes.

ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND COUNTY

The County and the Consultant acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the Consultant covenants with the County to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional Consultant under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the County in advancing the interest of the County. The Consultant acknowledges that the County reserves the right to provide to the Consultant from time to time, suggested approaches to problems and revisions to the work products.

When requested, and not at the expense of the Consultant, the County will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the County and which are required for the work undertaken pursuant to this
Agreement. If the work to be undertaken will require substantial information or
documents from the County's records, Consultant shall identify those requirements to the
Project Manager. The County will also examine studies, reports, sketches, drawings,
specifications, proposal, and other documents presented by the Consultant and render
decisions pertaining thereto within a reasonable time so as not to delay the services of the
Consultant.

The County shall give prompt written notice to the Consultant whenever the
County observes or otherwise becomes aware of any development that affects the scope
or timing of Consultant's services, or any defect or non-conformance in the services
performed by the Consultant or any sub-consultant.

The Consultant shall provide, to the County, copies of drawings, reports,
specifications and other necessary information identified in this Agreement in electronic
form or electronic data for incorporation into the instruments of service as is required for
the completion of the Project. CAD files of all construction documents will be provided
to the Consultant for record.

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify
system to verify the employment eligibility of all new employees hired by the Consultant
during the term of this Agreement, including subconsultants assigned by the Consultant
to perform work pursuant to the Contract. The E-Verify form is included as an
Attachment to this agreement.

INDEMNIFICATION

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

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

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

(a) Commercial General/Umbrella Liability Insurance - $1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
   i. Premise/Operations
   ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
   iii. Products/Completed Operations
   iv. Contractual
   v. Independent Consultants
   vi. Broad Form Property Damage
   vii. Personal Injury

(b) Business Automobile/Umbrella Liability Insurance - $1,000,000 limit per accident for property damage and personal injury.
   i. Owned/Leased Autos
   ii. Non-Owned Autos
   iii. Hired Autos
(c) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

(d) Professional Liability Insurance - $1,000,000 or as per project (ultimate loss value per occurrence).

Other Insurance Provisions

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

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

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

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

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

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

(c) All Coverages

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

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

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

(c) County shall be named as an additional insured on General Liability and Auto policies.

Deductibles

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

Acceptability of Insurers

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

Verification of Coverage

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

Sub-consultants and Subcontractors

Consultant shall include each of its sub-consultants and subcontractors as insured under the policies of insurance required herein.

Nondiscrimination in Employment

By the execution of this Agreement, the Consultant agrees to and assures the County of the following:

- The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The Consultant will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer;
recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

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

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

CONTRACT RECORDS

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

OWNERSHIP OF DOCUMENTS

The term "County Design Documents" or “County Construction Documents” shall mean any and all documents prepared by County staff, or by other consultants to the County, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, technical provisions, and asbuilt plans. All documents shall be and remain the property of the County, and the County shall retain all common law, statutory and other reserved rights, including the copyright. These documents shall not to be used on other work by the Consultant or be provided to third parties and shall be returned to the County at the conclusion or termination of this Agreement.
All designs, drawings, specifications, data and information prepared by Consultant shall be the property of the County, but the County hereby grants to the Consultant an irrevocable right to use the foregoing in its business. The Consultant shall deliver all originals (hard copy and/or electronic file) of all such documents to the County upon completion of Consultant's work under this Agreement. Without written verification or adaptation by the Consultant for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the County or others for any project other than that for which they were originally prepared.

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

TERMINATION OR SUSPENSION OF PROJECT
The County may, by written notice to the Consultant, suspend any or all of the Consultant’s obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

If the County determines that the performance of the Consultant is not satisfactory, the County shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such period, the County may either (1) immediately terminate the Agreement as set forth in paragraph 10.2 below, or (2) take whatever action
is deemed appropriate by the County to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

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

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

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

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

PROHIBITION AGAINST CONTINGENT FEES
In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the County to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

CONFLICT OF INTEREST
The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

LUMP SUM OR COST PLUS FIXED FEE CONTRACTS
The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of
allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

GENERAL PROVISIONS

- Consultant shall not assign any of their rights or obligations under this Agreement without prior approval by the County.
- Consultant shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any sub-consultants shall interface directly with the County.
- This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Washington County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows:

  **To the County:**
  Karen Shaw
  Grants Coordinator
  1331 South Blvd.
  Chipley, FL 32428
  850-638-6058

  **To the Consultant:**
  TBD

33
• A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or missions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Additionally, neither party shall be liable to the other for damages caused by such events.

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

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

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

**Public Entity Crimes**

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

The selected Consultant shall implement and meet the requirements for a drug-free workplace. Certification provided in Agreement.

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

This project is a Federal Aid Contract. All terms included in the Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84) shall be incorporated into this contract and any sub-consultants.
FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents: FDOT Form can be found at the following link: https://fms.fdot.gov/
Attachment B – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)
Attachment C – DBE Participation Statement (FDOT Form 375-030-62)
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 – Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)
Attachment G – Truth in Negotiation Certification (FDOT Form #375-030-30)
Attachment I – Conflict of Interest/Confidentiality Certification (FDOT Form #375-030-50)
Attachment J – Drug Free Workplace Program Certification
Attachment K – Public Records Form (FDOT Form #375-030-61)
Attachment L – Advertised Request for Proposals with Addendums
Attachment M – DBE Bid Package Information (FDOT Form #275-030-11)
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Washington County Board of County Commissioners

1331 South Blvd.
Chipley, FL 32428

______________________________
Contractor

______________________________
Address

License No. ______________________
Fed. Tax I.D.No. ________________

By: ___________________________
Signature

______________________________
Name and Title

By: ___________________________
Signature

______________________________
Name and Title

Attest: ________________________
[SEAL]

Attest: ________________________
[SEAL]
Attachment A
Form W-9

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above.

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=partnership)

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions)

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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 on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after January 1, 2008 only).

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

Also see Special rules for partnerships above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF the payment is for . . . THEN the payment is exempt for . . .

Interest and dividend payments
All exempt payees except for 7

Broker transactions
Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.

Bare trust exchange transactions and patronage dividends
Exempt payees 1 through 4

Payments over $600 required to be reported and direct sales over $5,000
Generally, exempt payees 1 through 5

Payments made in settlement of payment card or third party network transactions
Exempt payees 1 through 4

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6845(f), and payments for services paid by a federal executive agency.

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(17)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A trust exempt tax under section 403(b) plan or section 403(g) plan

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

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.

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

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

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

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

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:

<table>
<thead>
<tr>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
</tr>
<tr>
<td>3. Custodian account of a minor</td>
</tr>
<tr>
<td>4. The usual revocable savings trust (grantor is also trustee)</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii)) (A)</td>
</tr>
</tbody>
</table>

For this type of account:

<table>
<thead>
<tr>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii))</td>
</tr>
</tbody>
</table>

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4553, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-822-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: identitytheft.gov or contact them at www.ftc.govidtheft or 1-877-IDTHEFT (1-877-438-4388).

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

Privacy Act Notice

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

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

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor 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.

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 13165, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulations.

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

1. employ or retain, or agree to employ or retain, any firm or person; or

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

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

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
ASPIRATION GOAL FORM
FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS

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

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

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th></th>
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<tbody>
<tr>
<td>Project Description:</td>
<td></td>
</tr>
<tr>
<td>Firm Name:</td>
<td></td>
</tr>
</tbody>
</table>

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

This Firm ☐ is ☐ is not a Small Business.

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

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

The proposed DBE contractors/consultants are as follows:

<table>
<thead>
<tr>
<th>DBE Prime (If applicable)</th>
<th>Type of Work</th>
<th>Percentage</th>
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<table>
<thead>
<tr>
<th>DBE Subcontractor/Subconsultant</th>
<th>Type of Work</th>
<th>Percentage</th>
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Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

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

Professional Services firms listed below should appear on the Department’s listing of all Non-DBE Small Businesses at:
http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm. Road and bridge construction firms and other non-professional services firms should appear on the Department’s listing at:
http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

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

<table>
<thead>
<tr>
<th>Non-DBE Small Business Prime (If applicable)</th>
<th>Type of Work</th>
<th>Percentage</th>
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<tr>
<td>Non-DBE Small Business Subcontractor/Subconsultant</td>
<td>Type of Work</td>
<td>Percentage</td>
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By: ______________________________

Title: __________________________

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

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.epis.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.
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: ________________________________________________________
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:  
   □ Prime  □ Subawardee  
   Tier __________, if known:
   _____________________________
   _____________________________
   _____________________________
   Congressional District, if known: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
   _____________________________
   _____________________________
   _____________________________
   _____________________________
   Congressional District, if known:

6. Federal Department/Agency:
   _____________________________
   _____________________________
   _____________________________
   _____________________________

7. Federal Program Name/Description:
   _____________________________
   _____________________________
   _____________________________
   CFDA Number, if applicable:

8. Federal Action Number, if known:
   _____________________________

9. Award Amount, if known:
   $ __________

10. a. Name and Address of Lobbying Registrant  
    (if individual, last name, first name, MI):
    _____________________________
    _____________________________
    _____________________________

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.

   b. Individuals Performing Services (including address if different from No. 10a)  
      (last name, first name, MI):
      _____________________________
      _____________________________
      _____________________________
      _____________________________

   Signature: _____________________________
   Print Name: _____________________________
   Title: _____________________________
   Telephone No.: __________________ Date (mm/dd/yyyy): __________________
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
Attachment F
Prime Contractor: ________________________________

Address/Phone Number: ________________________________

Procurement Number: ________________________________

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

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

5. Year Firm Established: ________________________________

6. □ DBE
   □ Non-DBE

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

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

5. Year Firm Established: ________________________________

6. □ DBE
   □ Non-DBE

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

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

5. Year Firm Established: ________________________________

6. □ DBE
   □ Non-DBE

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

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

5. Year Firm Established: ________________________________

6. □ DBE
   □ Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)
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:________________________
# Section 1. Employee Information and Attestation

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

<table>
<thead>
<tr>
<th>Last Name (Family Name)</th>
<th>First Name (Given Name)</th>
<th>Middle Initial</th>
<th>Other Last Names Used (if any)</th>
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<tr>
<th>Address (Street Number and Name)</th>
<th>Apt. Number</th>
<th>City or Town</th>
<th>State</th>
<th>ZIP Code</th>
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<tr>
<th>Date of Birth (mm/dd/yyyy)</th>
<th>U.S. Social Security Number</th>
<th>Employee’s E-mail Address</th>
<th>Employee’s Telephone Number</th>
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I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

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

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

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

1. Alien Registration Number/USCIS Number: ________________________
   OR
2. Form I-94 Admission Number: ________________________
   OR
3. Foreign Passport Number: ________________________
   Country of Issuance: ________________________

Signature of Employee ________________________
Today’s Date (mm/dd/yyyy) ________________________

# Preparer and/or Translator Certification (check one):

- I did not use a preparer or translator.
- A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

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

Signature of Preparer or Translator ________________________
Today’s Date (mm/dd/yyyy) ________________________

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<tr>
<th>Last Name (Family Name)</th>
<th>First Name (Given Name)</th>
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<th>Address (Street Number and Name)</th>
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Section 2. Employer or Authorized Representative Review and Verification

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

<table>
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<th>List A</th>
<th>OR</th>
<th>List B</th>
<th>AND</th>
<th>List C</th>
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<td>Additional Information</td>
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<td>OR Code - Sections 2 &amp; 3 Do Not Write In This Space</td>
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Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

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

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

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

A. New Name (if applicable)  B. Date of Rehire (if applicable)

| Last Name (Family Name) | First Name (Given Name) | Middle Initial | Date (mm/dd/yyyy) |
| Document Title | Document Number | Expiration Date (if any)(mm/dd/yyyy) |

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

Signature of Employer or Authorized Representative  Today’s Date (mm/dd/yyyy)  Name of Employer or Authorized Representative
LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

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

<table>
<thead>
<tr>
<th>LIST A</th>
<th>LIST B</th>
<th>LIST C</th>
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<tbody>
<tr>
<td>Documents that Establish Both Identity and Employment Authorization OR</td>
<td>Documents that Establish Identity AND</td>
<td>Documents that Establish Employment Authorization</td>
</tr>
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1. U.S. Passport or U.S. Passport Card
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa
4. Employment Authorization Document that contains a photograph (Form I-766)
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:
   a. Foreign passport; and
   b. Form I-94 or Form I-94A that has the following:
      (1) The same name as the passport; and
      (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card
5. U.S. Military card or draft record
6. Military dependent's ID card
7. U.S. Coast Guard Merchant Mariner Card
8. Native American tribal document
9. Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above:

10. School record or report card
11. Clinic, doctor, or hospital record
12. Day-care or nursery school record

1. A Social Security Account Number card, unless the card includes one of the following restrictions:
   (1) NOT VALID FOR EMPLOYMENT
   (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION
   (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Native American tribal document
5. U.S. Citizen ID Card (Form I-197)
6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
7. Employment authorization document issued by the Department of Homeland Security

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

Refer to the instructions for more information about acceptable receipts.
Attachment I
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

<table>
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<tr>
<th>Advertisement No./ Solicitation No</th>
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names

Signatures

Date
Attachment J
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☐ YES

☐ NO

NAME OF BUSINESS: ____________________________________________________________
Attachment K
Vendor/Consultant acknowledges and agrees to the following:
The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

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

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

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

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

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

Authorized Signature: ___________________________ Date: ________________

Print: ___________________________ Title: ___________________________

Company/Firm: ___________________________
Attachment L
WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FDOT FPID #: 440732-1-68-01

The Washington County Board of County Commissioners, under the provisions of Section 288.055, Florida Statutes, and county policy, request qualifications from professional firms to provide construction engineering and inspection services for a sidewalk project, including minor drainage improvements, along the west side of Usery Road from Brickyard Road to Pine Avenue in Chipley, FL as identified in the County’s Local Agency Program contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 (ROADWAY CEI)
Response Deadline: 3 p.m. Thursday, October 11, 2018
Opening Date: 9 a.m. Friday, October 12, 2018

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 Washington County Government Office, 1331 South Blvd. Chipley, FL 32428. 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 Karen Shaw, Grants Coordinator, 850-638-6058 or at kshaw@washingtonfl.com.

If interested, qualified consultants are required to submit the original and three (3) copies of the letter of response to the Washington County Government Office, 1331 South Blvd, Chipley, FL 32428 by the response deadline.

Please indicate on the envelope that it is a sealed proposal for the “RFP Usery Road Sidewalk Project CEI Services.”

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

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/).

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

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

Bid Opportunity List
The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontractors 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:

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: ecoforms@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.