

## AGREEMENT

*THIS AGREEMENT* (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Orlando, Florida**, a Florida municipal corporation (CITY) and **VANASSE HANGEN BRUSTLIN, INC.**, a Massachusetts corporation (ENGINEER or Consultant).

*WHEREAS*, the ENGINEER was competitively selected pursuant to a Request for Qualifications Statements (RQS18-0306) issued by the City to provide transportation engineering and other professional engineering services as further described below, for the project known as the Orlando Citywide Pedestrian Traffic Signals Project (Project); and

*WHEREAS*, the CITY and the ENGINEER now wish to enter into this Agreement for the ENGINEER's services for the Project; and

*WHEREAS*, the ENGINEER is willing and able to perform the engineering services for the CITY on the terms and conditions set forth below;

*NOW, THEREFORE*, in consideration of the premises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### SECTION 1 SCOPE OF SERVICES

The CITY's RQS and addendums issued thereto (collectively the “RQS”), which are attached hereto as Appendix I and incorporated herein by this reference, set forth in general terms the nature of the Project; certain specific Project terms, conditions and requirements; and the general scope of services which may be provided by the ENGINEER on the Project. Based upon the RQS and the ENGINEER's Response thereto, the parties have negotiated and agreed upon the scope of services, attached hereto and incorporated herein, by reference, as Exhibit I (hereinafter the “Services”). ENGINEER's Services shall include serving as the CITY's professional engineering representative for the Project, providing professional consultation and advice, and by itself or with its Subconsultants. The ENGINEER shall perform any and all Project Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the engineering profession subject to the terms of this Agreement and the RQS. In the event of any conflict between the terms of this Agreement and the City's RQS, the terms of this Agreement (including all attachments and amendments hereto) shall control.

### SECTION 2 FEE

The total fee of Five Hundred Thirty Five Thousand Six Hundred and Seven and 28/100's Dollars (\$535,607.28) (“Fee”) for the Services has been agreed to by the parties, and the documentation

supporting such Fee is attached hereto and incorporated herein, by reference, as Exhibit II. Tasks 1 through 8 of the Services shall be paid on a lump sum basis and the fee for Task 9 shall be paid on a not to exceed basis. The parties acknowledge and agree that said fee was negotiated in good faith based upon overhead rates (indirect rates) and direct salary multipliers which were (are) not capped. The ENGINEER will invoice the CITY monthly, based upon the Services performed at the time of submission of the invoice, billed in accordance with the Fees set forth herein. The City will perform a determination of allowable costs in accordance with the Federal cost principles for services rendered under the contract.

### SECTION 3 TERM

Tasks 1 through 8 of the Services shall be completed in accordance with the schedule for such tasks set forth in Exhibit I. Task 9, post design services, shall be completed no later than, and the term of this Agreement shall end on, the close of business (5:00 p.m.) on September 30, 2021. It is also agreed that the CITY shall have an option for extension of this Agreement, as necessary to complete the present scope of services.

### SECTION 4 CITY'S RESPONSIBILITIES

#### 4.1. Requirements for the Project

The CITY shall provide all criteria and full information as to the CITY's requirements for the Project in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.

#### 4.2. Information Pertinent to the Project

The CITY shall assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and the CITY shall advise the ENGINEER as to what information, if any, the CITY believes to be accurate. The ENGINEER is ultimately responsible for satisfying itself as to the accuracy of any information provided and, furthermore, the ENGINEER is responsible for bringing to the CITY's attention, for the CITY's resolution, any material inconsistencies or errors in such information which come to the ENGINEER's attention. If the CITY requires the ENGINEER's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties.

#### 4.3. Access to Property.

The CITY shall arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its Services.

#### 4.4. City Project Manager

The CITY's Director of Transportation ("Director") or his designee shall appoint a Project Manager for this Project. Except as otherwise expressly provided in this Agreement, the Project Manager shall issue any and all written authorizations to the ENGINEER that the Project may require, or that may otherwise be defined or referred to in this Agreement. The Project Manager shall also, 1) act as the CITY's representative with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the ENGINEER; 3) communicate the CITY's policies and decisions to the ENGINEER regarding the Services; 4) determine, initially, whether the ENGINEER is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the ENGINEER respecting the CITY's non-performance of any Project obligation. All determinations made by the Project Manager, as outlined above, shall be final and binding upon the ENGINEER in regard to further administrative review, but shall not be binding upon the ENGINEER in regard to general appearances before or appeals to the CITY, or appearances before or appeals to a court of competent jurisdiction.

#### 4.5. Notice and Extension of Term

The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's Services. If the ENGINEER has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of this Agreement, then, in the Project Manager's sole and reasonable discretion, and upon the submission to the Project Manager of evidence of the causes of the delay, the ENGINEER shall be granted an extension of its Project schedule equal to the period the ENGINEER was actually and necessarily delayed.

### SECTION 5 PAYMENTS TO ENGINEER

#### 5.1. General

5.1.1. The CITY will pay the ENGINEER for the Services as detailed in each of the ENGINEER's narrative monthly invoices (Invoices), and in accordance with the schedule of Fees (including reimbursable expenses) as further defined below in Exhibit II. The ENGINEER must submit with each Invoice a detailed description of the Services for which payment is sought, an updated CD-ROM of the design files and an updated Project schedule in detail and format acceptable to CITY. Prior to submission of each of the Invoices, ENGINEER shall comply with the monthly reporting requirements of Subsection 15.16.3.

#### 5.2. Reimbursable Expenses

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto

for existing facility and Subconsultant visitation; toll telephone calls and telegrams; reproduction of reports, drawings and specifications, and similar Project-related items, all in accordance with the CITY's written procurement policies and directives.

### 5.3. Payments by Owner

5.3.1. All Services' payments (Payment) shall be made by the CITY to the ENGINEER in accordance with the Florida Local Government Prompt Payment Act laws upon receipt of a proper Invoice from the Consultant, detailed description of Services performed, updated design files in CD-ROM format, updated Project schedule and the monthly reporting required in Subsection 15.16.3 (Payment Period), unless, within the Payment Period, the CITY, 1) notifies the ENGINEER of an objection to the Payment amount, and 2) either provides the ENGINEER with a determination of the proper Payment, or 3) requests further information from the ENGINEER so that a proper Payment can be derived and agreed upon by the parties. The ENGINEER shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period. The ENGINEER shall make payments to its Subconsultants for satisfactory performance of the Subconsultants' services no later than thirty (30) days from receipt of Payment from the CITY. For those specific tasks or services priced on a lump sum basis on Exhibit II that were partially completed, progress payments shall be invoiced in proportion to the percentage of completed work on those specific tasks or services.

5.3.2. The CITY's objection to the Payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the Payment. If the objection is resolved in favor of the ENGINEER, then the CITY shall pay the ENGINEER the amount so determined, minus any Payment amount previously paid to the ENGINEER with respect to the objection, plus interest at one percent (1%) simple interest, per month on the unpaid amount. If it is determined that the CITY has overpaid the ENGINEER, then the ENGINEER shall, within thirty (30) calendar days, refund to the CITY the overpayment amount, and interest, at one percent (1%) simple interest, per month, and the ENGINEER shall not be held to be in breach of this Agreement thereby.

### 5.4. Intentionally Deleted.

### 5.5. Records

The ENGINEER also agrees to maintain, and to require each Subconsultant to maintain, complete and accurate books and records (Books) in accordance with sound accounting principles and standards, and relating to all Services, and the related costs and expenditures to the CITY that have been contracted for and paid during the life of this Agreement. The Books shall identify the Services rendered during each month of the Agreement, the date that each Project expense was incurred, and whether the expense was Service or reimbursable-related. Unless a different period is required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision, ENGINEER and its Subconsultants shall retain all records related to the Agreement for five (5) years after receipt of final payment under the Agreement and all other pending matters related to the Agreement are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before

the expiration of the 5-year period or other applicable period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

#### 5.6. Late Payment

If the CITY fails to make any payment due the ENGINEER for Services and expenses within forty-five (45) days after the beginning of the Payment Period, the ENGINEER may, after giving seven (7) calendar days' prior written notice to the CITY, suspend Services under this Agreement until the ENGINEER has been paid, in full, amounts due it for Services and expenses. Any portion of an Invoice that is objected to or questioned by the CITY in accordance with Subsection 5.3 shall not be considered due for the purposes of this Subsection.

#### 5.7. Overtime

Overtime will be paid by the CITY only if authorized in advance by the CITY's Project Manager for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the ENGINEER.

#### 5.8. Scope, Cost and Fee Adjustment

5.8.1. General. The CITY may at any time notify the ENGINEER of requested changes to the scope of Services as set forth in this Agreement. The notification shall state the scope modification and an adjustment of the Fee specified in Exhibit II to reflect such modification. The Fee adjustment due to modification in the scope of Services may be calculated utilizing the same method of compensation applicable to the Agreement prior to the scope modification. The ENGINEER and the CITY understand that, unless the Fee adjustment is within a previously approved budget, any change to the scope of Services must be approved or authorized by the CITY. If the Fee adjustment is within a previously approved budget to the scope of Services for the overall Project, the change may be approved in writing by the CITY's Project Manager.

5.8.2. Scope Reduction. The Project Manager shall have the sole right to reduce (or eliminate, in whole or in part) the scope of the Project at any time and for any reason, upon written notice to the ENGINEER specifying the nature and extent of the reduction. In such event the ENGINEER shall be fully compensated for the Services already performed. The ENGINEER shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project, and payment to the ENGINEER for revising the Project documents shall be made pursuant to an amendment to this Agreement.

5.8.3. Scope Suspension. The Project Manager may, at any time and for any reason, direct the ENGINEER to suspend work (in whole or in part) under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The ENGINEER shall resume its Services upon the date specified, or upon such other date as the Project Manager may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the term; provided, however, that any work stoppage not approved or caused by the action or inaction of the CITY shall not give rise to any claim against the CITY by

the ENGINEER. The CITY agrees to compensate the ENGINEER for his reasonable and provable costs, including demobilization, remobilization, and Subconsultant expenses incurred attributable to any delay approved or caused by the actions or inaction of the CITY.

#### 5.9. Termination

Upon the termination of this Agreement, the ENGINEER shall prepare a final and complete Payment Statement for all Services and Fees incurred since the posting of the last Payment Statement, and through the date of termination. The final Payment Statement shall be subject to all of the provisions described in this Section 5.

#### 5.10. Final Payment

The acceptance by the ENGINEER, its successors, or assigns, of any final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the CITY from any and all known claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the ENGINEER, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond final Payment.

#### 5.11 Consultant's Estimate of Probable Construction Cost.

##### 5.11.1 General.

If the CITY requests that a Project construction cost estimate be given by the ENGINEER as part of preliminary or final design Services, then the ENGINEER shall develop an ENGINEER's estimate of probable construction cost at such points in the design phase as defined herein or in the Scope of Services. The construction cost of the Project (Construction Cost Estimate) means the estimated total cost to the CITY by contractors for the construction of those portions of the entire Project designed and specified by the ENGINEER. The Construction Cost Estimate shall only include construction costs from contractors for construction work and materials and will not include other non construction costs such as the ENGINEER's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, nor will it include the CITY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other non-construction services to be provided by others to the CITY. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of Construction Cost Estimate provided for hereinabove are to be made on the basis of the ENGINEER's experience and qualifications, and represent the ENGINEER's best judgment as an experienced and qualified professional which is familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable cost prepared by the ENGINEER.

##### 5.11.2 Construction Cost.

5.11.2.1 The acceptance by the CITY at any time during the provision of Services of a revised opinion of Construction Cost Estimate in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost Estimate limit to the extent indicated in such revised opinion.

5.11.2.2 If a Construction Cost Estimate is established, the ENGINEER will be permitted, with review and approval by the CITY, to determine what types of materials, equipment and component systems are to be included in the drawings and specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost estimate.

5.11.2.3 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 15%, the CITY may, (1) give written approval to increase such Construction Cost Estimate, (2) authorize negotiating or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the ENGINEER shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate. In lieu of other compensation for Services in making such modifications, the CITY shall pay the ENGINEER's cost of such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to the ENGINEER on account of such Services; and the ENGINEER's providing these modification Services shall be the extent of the ENGINEER's cost-estimating liability as memorialized in this Subsection.

## SECTION 6 SETTLEMENT OF CLAIMS

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as the venue for any litigation between the parties, shall be Orange County, Florida.

## SECTION 7 TERMINATION

### 7.1. General

This Agreement may be terminated by the mutual agreement of the parties, or as may otherwise be provided in Section 7.2 below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

### 7.2. Failure to Perform or for the Convenience of the CITY

In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement in whole or in part if the ENGINEER substantially fails to

perform any obligation under this Agreement and does not remedy the failure within twenty (20) calendar days after receipt by the ENGINEER of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the ENGINEER shall have such time as is reasonably necessary to remedy the failure, provided the ENGINEER promptly takes and diligently pursues such actions as are necessary therefor. Any termination by the CITY for substantial failure to perform may also result in suspension or debarment of the ENGINEER pursuant to terms of the City's Procurement Code. The CITY may also, at its convenience, terminate this Agreement upon twenty (20) calendar days notice to the ENGINEER. The ENGINEER may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, and does not remedy the failure within twenty (20) calendar days after receipt by the CITY of written demand from the ENGINEER to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

### 7.3. Payment Upon Termination

Upon the termination of this Agreement, the CITY shall pay ENGINEER for Services actually rendered and contracted for under this Agreement, and those reasonable and provable Fees actually incurred by ENGINEER for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY as a result of the termination if the Agreement is terminated for cause by the CITY or 2) increased by an amount equal to the reasonable and provable expenses incurred by ENGINEER (lost profit and overhead shall not be included) to conclude its Services that are directly attributable to the termination, and for which ENGINEER is not otherwise compensated if the Agreement is terminated for the convenience of the CITY.

### 7.4. Delivery of Materials Upon Termination

In the event of termination of this Agreement by the CITY, prior to the ENGINEER's satisfactory completion of all the Services described or alluded to herein, the ENGINEER shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, CD-ROM design files, record drawings; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the ENGINEER pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The ENGINEER shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

## SECTION 8



## MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

### 8.1. General

One reproducible copy of all data, reports, summaries, memoranda, and other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER (Written Work) for the Services rendered hereunder, including but not limited to any inspector's reports, job files, test reports, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, Contractors' submittals, CD-ROM or other electronic design files, CD-ROM or other electronic design files as modified by as-built information; shall be supplied to the CITY (at the CITY's request during the term of the Agreement, upon termination, and with the ENGINEER's final payment Invoice) by the ENGINEER, and at the CITY's cost. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design and/or as-built conditions in written and CD-ROM formats, studies, analyses, and so forth) along with all formal ENGINEER/CITY correspondence concerning the Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of the CITY. All materials described above shall be retained by the ENGINEER for the statutory period (§95.11, Fla. Stat., as it may be from time-to-time amended). The Written Work shall be a "work made for hire" and the CITY shall be vested with all rights of ownership of the Written Work whatever kind and however created that may be in existence thereto.

### 8.2. Reuse of Documents and Information

Any use by the CITY of such materials described in Subsection 8.1 in connection with a project other than that for which such materials were prepared, without the prior written consent of the ENGINEER, shall be at the CITY's sole risk, and the ENGINEER shall have no responsibility or liability related thereto, except in those instances which the ENGINEER is re-employed by the CITY for that other project. In the event that any work performed pursuant to this Agreement is funded directly or indirectly by the federal government, the federal awarding agency (and, if applicable, any intermediary state agency) shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor (including ENGINEER) purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes. ENGINEER is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401.

## SECTION 9 NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the ENGINEER hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to the ENGINEER:

Paul Yeargain, P.E., CFM  
Managing Director  
Vanasse Hangen Brustlin, Inc.  
225 East Robinson Street, Suite 300  
Orlando, Florida 32801

All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the CITY's Director and Chief Procurement Officer separately, at:

Billy L. Hattaway, P.E.  
Director of Transportation  
City of Orlando  
City Hall, 9<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32801

David Billingsley, CPSM, CPM  
Chief Procurement Officer  
City of Orlando  
City Hall, 4<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32801

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

#### SECTION 10 CONFLICTS OF INTEREST

The ENGINEER represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the ENGINEER to be conducted hereunder in violation of applicable law. The ENGINEER further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide Personnel working solely for the ENGINEER, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Agreement. Further, the ENGINEER also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out

this Agreement. It is absolutely understood and agreed by the ENGINEER that, for the breach or violation of this Subsection, the CITY shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value paid by the ENGINEER.

The City maintains written code of standards of conduct governing the performance of its employees engaged in the award and administration of engineering and design related services contracts designed to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172.7. These standards of are located in the City's Policy and Procedure 800.5 (Ethics) and Policy and Procedure 2320.1 (Management & Administration of Grants and other Types of Financial Assistance) which can found on the City's website at:

<http://www.cityoforlando.net/cityclerk/policies-procedures/>.

## SECTION 11 WAIVER OF CLAIM

The ENGINEER and the CITY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

## SECTION 12 CITY REPRESENTATIVE

The CITY's Director of Transportation or his authorized designee(s) shall act as the CITY's agent with respect to the Services to be rendered by the ENGINEER hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying ENGINEER of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the ENGINEER. The CITY's Director of Transportation's authority to act shall be in addition any authority granted to specific CITY employees in other sections of this Contract. Any action that may be taken by the CITY's Director of Transportation or his designee related to this Contract, may also be taken by the CITY's Chief Procurement Officer or her designee. Notwithstanding the preceding, any final action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or her designee; provided, however, that nothing herein shall be deemed to preclude the Director of Transportation or his designee from suspending any or all work or from modifying or terminating specific portions of authorized work in his discretion.

## SECTION 13

## ENGINEER'S PROJECT TEAM

The ENGINEER shall assign members of its staff as the ENGINEER's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The ENGINEER shall indicate to the CITY the authority and powers that the ENGINEER's Project Team shall possess during the life of the Project. The ENGINEER agrees that the CITY shall have the right to approve the ENGINEER's Project Team, and that the ENGINEER shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the ENGINEER's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the ENGINEER, or if the ENGINEER's Project Team member terminates his employment with the ENGINEER, then the ENGINEER shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY covenants that its approval shall not be unreasonably withheld.

## SECTION 14 INDEMNIFICATION AND INSURANCE

### 14.1. Indemnification

14.1.1 ENGINEER's Indemnification of CITY. The ENGINEER shall indemnify and hold harmless the CITY, its employees and officers, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the Agreement. This provision shall survive the expiration or termination of the Agreement.

### 14.2. Insurance

#### 14.2.1 General.

ENGINEER and its Subconsultants of all tiers will be required at their own expense to maintain in effect at all times during the performance of Services insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the ENGINEER to maintain the required insurance coverages and to require that Subconsultants maintain required insurance coverages at all times. Failure of ENGINEER to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CITY's approval of insurance coverage to be maintained by ENGINEER and its Subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENGINEER and its Subconsultants under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance and the ENGINEER's insurance primary for all purposes despite any conflicting provision in the ENGINEER's policies to the contrary. Failure of the ENGINEER or its Subconsultants to maintain insurance as specified

herein or to otherwise comply with the provisions of this Section 14.2 shall be grounds for termination of this Contract as specified in Section 7.

#### 14.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the ENGINEER's and its Subconsultants' initiation of performance, the ENGINEER and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY and the Florida Department of Transportation prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the ENGINEER shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type.

#### 14.2.3. Additional Insureds.

All insurance coverages furnished except Professional Liability, Workers' Compensation and Employers' Liability shall include the CITY and its officers, elected officials, and employees as additional insureds with respect to the activities of the ENGINEER and its Subconsultants. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

#### 14.2.4 Waiver of Subrogation.

The ENGINEER and its Subconsultants shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees and against other contractors and subcontractors.

#### 14.2.5 Types of Coverage to be Provided.

The ENGINEER (and its Subconsultants to the same extent and on the same terms as set forth below for ENGINEER) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract:

##### 14.2.5.1 Workers' Compensation and Employer's Liability.

This insurance shall protect the ENGINEER against all claims under applicable state workmen's compensation laws. The ENGINEER shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory  
Employer's Liability: \$100,000 each occurrence

#### 14.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and      \$1,000,000 combined single  
Property damage:      limit each occurrence

#### 14.2.5.3 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of the ENGINEER or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the ENGINEER under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the ENGINEER's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and      \$1,000,000 combined single  
Property damage:      limit each occurrence

#### 14.2.5.4 ENGINEER's Errors and Omissions Policy.

The ENGINEER shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000, or the ENGINEER shall provide the CITY with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured-ENGINEER. The errors and omissions policy shall be in effect and shall insure the ENGINEER's performance on CITY projects.

#### 14.2.6 City's Right to Inspect Policies.

The ENGINEER shall, upon thirty (30) days' written request from the CITY, deliver copies to the CITY, or make copies available for the CITY's inspection in Orange County, Florida, of any or all insurance policies that are required in this Contract. If the ENGINEER fails to deliver or make such copies available to the CITY; or, if the ENGINEER fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if the ENGINEER fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Contract; then the

CITY may, at its sole option, terminate this Contract for cause pursuant to the terms and conditions of Section 7.

## SECTION 15 MISCELLANEOUS PROVISIONS

### 15.1. Local, State and Federal Obligations

15.1.1. Discrimination. The ENGINEER, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, national origin, sex, age, disability, family or religious status; and 2) the ENGINEER shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Agreement, without liability, as described above, and such right shall not be exercised unreasonably.

15.1.2. Compliance with Law. The ENGINEER and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the ENGINEER to its employees. All design plans and specifications prepared by the ENGINEER as part of its Services shall comply with the federal Americans With Disabilities Act, Florida Americans With Disabilities Accessibility Implementation Act, and regulations and guidelines applicable thereto, all as may be from time to time amended. The ENGINEER shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

15.1.3. Licenses. The ENGINEER shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other permits, and other authorizations as are required by local, state, or federal law, in order for the ENGINEER to render its Services or work as described herein. The ENGINEER shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

15.1.4. Compliance With New Regulations. The ENGINEER agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the ENGINEER to qualify for local, state, or federal funding for the Services to be rendered by the ENGINEER, then the ENGINEER shall consent to and make such modifications or amendments in a timely manner. If the ENGINEER is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the ENGINEER, to terminate this Agreement without liability, as outlined in Section 7, above. Furthermore, if the ENGINEER's

compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the ENGINEER, to attempt to negotiate an amendment to the Agreement with the ENGINEER.

15.1.5. License Fee and Royalties. The ENGINEER agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the CITY, but shall be secured by the ENGINEER (or, at the ENGINEER's direction, by the contractor or Subconsultant during the ENGINEER's construction phase services).

15.1.6 The ENGINEER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all new employees hired by the ENGINEER during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

## 15.2. Engineer Not Agent of City

The ENGINEER is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in ENGINEER's relations with Subconsultants, or in any other manner whatsoever except as elsewhere provided for in this Agreement.

## 15.3. Subconsultants

15.3.1. General. The ENGINEER shall have the right, conditioned upon the CITY's prior consent, which shall not be unreasonably withheld, to employ other firms, consultants, contractors, subcontractors, and so forth (Subconsultants); provided, however, that the ENGINEER shall, 1) inform the CITY as to what particular Services the Subconsultants shall be employed to do; 2) inform the CITY as to what extent (what percentage) of the total Project Services each Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the CITY (which may be made for the CITY's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the CITY shall request (again for the CITY's convenience); and 7) require that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the CITY. After the Subconsultant has received notice of the termination, or two (2) business days after the CITY has notified the ENGINEER in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the CITY shall have no obligation to reimburse the ENGINEER for the Services subsequent to the notice of termination of any Subconsultant or employee who may be



terminated pursuant to the provision of this Subsection; provided, however, that the CITY shall reimburse the ENGINEER for the ENGINEER's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in Subsection 7.3 if the Subconsultant is terminated for convenience; and provided, further, that the ENGINEER shall receive no reimbursement for demobilization costs if a Subconsultant is terminated for cause. It is also understood that the CITY does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's performance. ENGINEER shall require all Subconsultants to comply with the terms of this Agreement, the City's LAP Agreement with the Florida Department of Transportation, and all requirements imposed by applicable federal, state, and local laws and regulations, include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

15.3.2. **Work Outside Scope and Time of Payment.** The CITY shall have no obligation to reimburse the ENGINEER for the services of any Subconsultant that may be in addition to the Services, or for those Subconsultant Services not previously made known to the CITY, or that are otherwise outside of the scope of the Project unless and until the CITY has given written approval of such reimbursement. The CITY shall have no liability or obligation to the ENGINEER for Services rendered by a Subconsultant pursuant to any Engineer-Subconsultant agreement, and the ENGINEER also agrees to pay all such Subconsultants for their Project-related Services within thirty (30) calendar days after the ENGINEER's receipt of payment, from the CITY, for work performed by the Subconsultants, unless such payment is disputed by the ENGINEER, and the CITY receives written notice thereof.

15.3.3. **Subconsultant Contracts.** The ENGINEER shall provide a copy of all relevant provisions of this Agreement to all Subconsultants hired by it, or for which it may have management responsibilities and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Agreement terms and provisions. The ENGINEER shall also furnish the CITY, upon demand, with a copy of all ENGINEER Subconsultant contracts.

15.3.4. The ENGINEER shall comply with the requirements of 49 CFR 26 and take all necessary affirmative steps when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

#### 15.4. Assignment and Delegation

The CITY and the ENGINEER bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the ENGINEER shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the ENGINEER attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement as a breach of contract by the ENGINEER

and a failure by the ENGINEER to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

#### 15.5. Audits

15.5.1. Periodic Auditing of ENGINEER'S Books. The Books may (but need not) be kept separate and apart from the ENGINEER's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Payment Statement or Completion Report. In lieu of the above and upon request of the CITY, the ENGINEER shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the ENGINEER's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the CITY to the ENGINEER. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the ENGINEER's chief financial officer or its certified public accountant.

15.5.2. Overcharge. If it is established by the audit, or by any other means, that the ENGINEER has over-billed or overstated its Fees (Overcharge) to the CITY, then the amount of any Overcharge shall be refunded by the ENGINEER, together with the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

15.5.3. Retention of Books. Unless a longer time is required by any federal, state, or other governmental law, regulation, policy, or grant requirement, the ENGINEER shall retain the Books, and make them available to the CITY as specified above, for the longer of (i) five (5) years following Final Payment or termination of this Agreement, whichever is later, or (ii) the conclusion of all audits and litigation (including all appeals) related to this Agreement.

#### 15.6. Prohibition Against Contingent Fees

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

#### 15.7. Entire Agreement

This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

#### 15.8. Truth-in-Negotiations

The ENGINEER shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit III. It is agreed by the ENGINEER that the Project Fee, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at one percent (1%) per month simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that the Fee was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

#### 15.9. Amendment

This Agreement may be amended or modified only by a written instrument duly authorized and executed by the parties.

#### 15.10. Validity

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

#### 15.11. Headings

The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

#### 15.12. Timeliness

The CITY and the ENGINEER acknowledge and understand that time is of the essence in this Agreement.

#### 15.13. Force Majeure

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement, such modifications to include, but not limited to the Project's Services, term, and Fee. If such conditions and circumstances do in fact occur, then the CITY and ENGINEER shall mutually agree, in writing, to the modifications to be made to this Agreement.

#### 15.14. Rights Cumulative; No Waiver

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing

upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

#### 15.15. Public Entity Crime

Any person or affiliate, as defined in 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the CITY.

#### 15.16. DBE Participation

15.16.1. The City of Orlando is receiving U.S. Department of Transportation ("USDOT") funding from the Florida Department of Transportation ("Department") for the Services to be provided by the ENGINEER. It is the policy of USDOT, the Department, and the City that DBEs have an equal opportunity to participate in the performance of federally financed contracts and subcontracts. To achieve this goal, DBEs are encouraged to compete for procurement contracts and shall have full access to these opportunities. Pursuant to the funding requirements of the Department's grant, disadvantaged business enterprise ("DBE") utilization shall be in compliance with applicable federal laws and regulations. The Department has established a DBE program in accordance with such federal laws and regulations. The CITY shall participate in the Department's DBE race neutral program for this Project.

15.16.2. There is no specific DBE participation goal on this Project; however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist the ENGINEER in determining its DBE commitment level, the CITY has estimated 2.4% DBE availability on this Project.

15.16.3. The Department and the CITY are collecting information on both actual payments made to Subconsultants and DBE commitment amounts. ENGINEER shall comply with all reporting requirements set forth in Chapter 14 of the Department's LAP Manual. DBE

Information will be collected through the web-based Equal Opportunity Compliance (EOC) System.

Anticipated DBE participation, also known as “commitments” is to be entered into the EOC by the ENGINEER upon execution of this Agreement. ENGINEER shall input the name of the DBE company, specialty code/NAICS code identifying work to be performed, the total contract amount, and such other information as requested by the EOC System. Thereafter, the ENGINEER shall update such information anytime there is a change in DBE firms, anticipated DBE participation, and anytime there is an amendment to this contract that affects anticipated DBE participation, including an amendment to the overall amount of work being performed hereunder.

On a monthly basis during the term of this Agreement, the ENGINEER shall input and report in the EOC System, the actual payments, DBE/minority status, and the work type of all Subconsultants and major suppliers on this Project. The reporting shall include all DBE and all non-DBE Subconsultants, subcontractors, and suppliers. If no payment is made the ENGINEER shall report a zero dollar payment. In addition, if ENGINEER is a certified DBE, it must report the portion of the contract which will be performed directly by it with its own workforces.

The ENGINEER shall also create and maintain the following records to monitor DBE utilization efforts: 1) the procedures adopted by ENGINEER to comply with the contractual DBE requirements, 2) the number of contracts awarded to DBEs, 3) the dollar value of the contracts awarded to DBEs, 4) the percentage of the dollar value of contracts awarded to DBEs as a percentage of the dollar value of the Agreement, 5) a description of the general categories of contracts awarded to DBEs, and 6) the specific efforts employed by the ENGINEER to identify and award contracts to DBEs. The ENGINEER shall provide these records to the CITY, Department and the Federal Highway Administration upon request.

15.16.4. Prior to their performing any work pursuant to this Agreement, the CITY shall have the right to review and approve the use of all subcontractors, including any and all DBE Subconsultants. ENGINEER shall not terminate a DBE subcontractor and perform the work with its own forces or an affiliate’s without the prior written approval of the CITY. If a DBE subcontractor is terminated or fails to complete the work for any reason, ENGINEER shall make good faith efforts to find another DBE subcontractor to substitute for the original subcontractor.

#### 15.17. Florida Department of Transportation Grant Requirements

15.17.1. This Project is funded in whole or in part by the financial participation of the Department through a Local Agency Program (LAP) Agreement. The Agreement between the CITY, also referred to herein as “Agency,” and ENGINEER shall comply with and conform to all of the applicable requirements of the LAP Agreement including, but not limited to, the following provisions of this Section 15.17. In addition, all work shall be performed in accordance with the Department’s “Local Agency Program Manual”, including to the extent applicable, any provisions contained therein related to reporting, patent rights, copyrights, and rights to data. In the performance of work under this Agreement, ENGINEER shall also comply

with the provisions of Exhibit IV required by the Department entitled “Terms for Federal Aid Contracts, attached hereto and incorporated herein by this reference.”

15.17.2. Records of costs incurred and other records related to the performance of work hereunder shall be maintained and made available by ENGINEER and its subcontractors at all times during the term of the Agreement and, unless a different period is required by law, for five (5) years after final payment is made. Copies shall be furnished upon request by the CITY. Records of costs incurred and other records related to performance include but are not limited to any books, documents, papers, financial, accounting and project records and supporting documents of ENGINEER and its subcontractors, and all other records that Department considers necessary for an audit. If any litigation, claim or audit is started before the expiration of the five (5) year or other applicable period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Access to all records for the purposes of making audit, examination, inspections, excerpts and transcriptions shall be given by ENGINEER to the CITY, U.S. Department of Transportation, the Department, the Comptroller General of the United States, the Inspectors General, the State Comptroller, the State Chief Financial Officer, the State Office of the Auditor General, any other state and federal department or agency with jurisdiction, and their representatives. This right also includes timely and reasonable access to the ENGINEER’s personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

15.17.3. The ENGINEER shall permit the Department authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project. CITY and ENGINEER shall comply with the obligations contained in Section 20.055(5) of the Florida Statutes to cooperate with the State of Florida inspector general in any investigation, audit, inspection, review or hearing.

15.17.4. If travel reimbursement is authorized by the CITY in the Agreement, the ENGINEER must submit bills for any travel expenses in accordance with §112.061 of the Florida Statutes and Chapter 3 – Travel of the Department Disbursement Operations Manual.

15.17.5. If the Department terminates or suspends the LAP Agreement, the CITY shall have the right to terminate or suspend this Agreement either for cause or for the CITY’s convenience, as applicable.

15.17.6. This Agreement is subject to the approval of the Department. The Department has the right to review the qualifications of any consultant or contractor of the CITY and to approve or disapprove the employment of same.

15.17.7. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all Federal-Aid Contracts – 49 CFR 29): The Agreement may not be awarded to a party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235).

As part of the CITY's agreement(s) with the Department for state and federal funding the CITY, which is referred to herein below as the "Agency", was (or will be) required to make the following certification to the Department:

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Covered Sections of Rules Implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees, by submitting this Agreement, that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective subcontractor that the person is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the

eligibility of its subcontractors. The Agency may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is complied by the General Services Administration.

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 the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The Agency certifies by execution of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify any of the statements in this certification, an explanation shall be attached to this proposal.

The ENGINEER certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. ENGINEER shall execute and return with the Agreement a copy of Exhibit V, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts. If at any time the ENGINEER or a subcontractor learns that the certification it provided to the CITY was erroneous when submitted or has become erroneous by reason of changed circumstances, the ENGINEER or subcontractor shall provide immediate written notice to the CITY.

In addition, the ENGINEER certifies, by execution of this Agreement, that it and its Subconsultants will comply with all requirements imposed by applicable federal, state, local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” in 49 CFR Part 29, when applicable. Eligibility can be verified at: For Federal – <https://www.sam.gov> and for DMS link for State and federally disqualified vendors – [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists) .



15.17.8. In connection with the carrying out of any Project, the ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, national origin, , sex, age, disability, family or religious status. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, sex, age, disability, family or religious status. 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, pre-apprenticeship, and/or on-the-job training. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate. The ENGINEER shall insert a similar provision to the foregoing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15.17.9. The ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations. Engineer hereby understands and agrees that, in addition to the CITY and any other party having enforcement rights under this Agreement or by law, the United States shall also have the right to enforce such laws and regulations. Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601 that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." ENGINEER, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

(i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and

(ii) it shall not discriminate on the basis of race, color, national origin, sex, age disability, family or religious status in the performance of this Agreement and shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. The failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate as set forth below;

(iii) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, national origin, sex, age, disability, family or religious status;

(iv) it shall insure, and include such assurance in solicitations, that respondents for subcontracts for work and material solicited by ENGINEER will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family or religious status in consideration for an award of a contract and that disadvantaged business enterprises (DBEs) shall have full opportunity to submit responses to such solicitations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat.

252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26; and

(v) it will act in accordance with Section 504 of the Rehabilitation Act and Title 49, Code of Federal Regulations, Department of Transportation, Part 27 – Nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance, and under the ADA whether or not there is federal financial assistance and understands and agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the ADA and Section 504, the Regulations, and this Agreement.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Agreement and the CITY shall have the right to immediately terminate this Agreement in whole or in part, without liability, or seek such other remedy(ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. ENGINEER shall comply with the requirements of Exhibit IV attached hereto and incorporated herein by this reference and shall require that all of its subcontractors agree and comply with the requirements of this paragraph and Exhibit IV.

15.17.10. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

15.17.11. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. In addition, an entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the Department of Transportation to be a non-responsible contractor may not submit a bid (or other response to a solicitation) or perform work for the construction or repair of a public building or public work on a contract with the CITY. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list or had its Certificate of Qualification suspended, revoked, denied or

has been determined by the Department of Transportation to be a non-responsible contractor or consultant.

15.17.12. No member, officer, or employee of the Agency or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. The ENGINEER shall insert the above sentence in each of its subcontracts.

15.17.13. No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom. As part of the CITY's agreement(s) with the Department for state and federal funding the CITY was (or will be) required to make the following certification to the Department:

The CITY agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the CITY, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the CITY to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

As set forth and required by federal regulations including but not limited to 49 CFR Part 20 and Appendix A thereto, by execution of this Agreement ENGINEER makes the foregoing certifications and agrees to make such disclosures related to lobbying to the same extent as the CITY's obligations as stated above, and shall require its Subconsultants to make the same certifications and disclosures. ENGINEER shall execute and return with the Agreement a copy of Exhibit VI, Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts and if necessary a copy of the Disclosure of Lobbying Activities as included under Exhibit VI.

15.17.14. ENGINEER shall comply with City, State, and federal laws, regulations, and rules regarding conflict of interest. ENGINEER shall execute and return with this Agreement an executed copy of Exhibit VII, FDOT Form #375-30-50 "Conflict of Interest Certification for Consultant/Contractor".

15.17.15. ENGINEER and its subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations ([40 CFR part 15](#)). ENGINEER and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred thousand dollars (\$100,000.00). ENGINEER and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

15.17.16. The ENGINEER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the ENGINEER during the term of the Agreement. In addition, ENGINEER shall require any subcontractors performing work or providing services pursuant to the Agreement to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. As set forth in the terms governing use of the system, E-Verify participation posters which are available on the U.S. Citizenship and Immigration Services website shall be posted at the ENGINEER's and its subcontractors' and Subconsultants' places of hiring, or as otherwise required by the program, to inform their current and prospective employees of their legal rights and protections. Prior to commencing any work, ENGINEER shall provide the CITY's Project Manager with a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program for itself and each subcontractor performing work under this Agreement.

15.17.17. Resource Conservation and Recovery Act of 1976. ENGINEER and its subconsultants in performing work pursuant to this Agreement shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which requires the purchase of recycled products by States or political subdivisions of States and those persons contracting with such agencies. In preparing designs and design specifications, ENGINEER and its subconsultants shall specify and require the highest percentage of recovered materials practicable (as that term is defined in 40 CFR Part 247) for those items for which guidelines have been adopted, consistent with maintaining a satisfactory level of competition. In preparing design specifications, ENGINEER and its subconsultants shall set minimum recovered materials content specifications for items for which guidelines have been adopted. For designated items above the established threshold limits (\$10,000), if any, procured by ENGINEER or its subconsultants under this Agreement, ENGINEER shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used. If the scope of work of this Agreement specifies that any other products must meet a specified level of recovered materials, ENGINEER certifies that it shall use or specify in its designs at least the minimum level required by this Agreement and include any actual use in its monthly and final reports.

15.17.18. 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 Federal law. Accordingly, United States Code, Title 18, Section 1020, entitled "Highway Projects" is hereby incorporated by reference and made a part of this Agreement.

15.17.19. In addition to any other remedies provided for in this Agreement or to which the CITY may be entitled at law or in equity, in the event of a breach or violation of this Agreement by ENGINEER, ENGINEER shall be subject to debarment or suspension from consideration for the award of additional contracts from the CITY, pursuant to the provisions set forth in Chapter 7 of the City Code.

15.17.20. The ENGINEER and its Subconsultants shall comply with applicable federal and Florida public records laws and allow public access to all documents, papers, letters or other material which are made or received in conjunction with this Agreement, subject to the provisions of such laws, including but not limited to Chapter 119, *Florida Statutes*. To the extent applicable, ENGINEER shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

15.17.21. The CITY shall evaluate the performance of ENGINEER and its subconsultants in accordance with the requirements of the LAP Agreement and the Department's LAP Program (and/or as may otherwise be directed by the Department). Copies of such evaluations shall be provided to ENGINEER. Copies shall also be uploaded into the Department's LAPIT system by the CITY as part of the project record within sixty (60) days of final payment under this Contract.

15.17.22. As required by the terms of the LAP Agreement, to the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless the CITY, the State of Florida Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the ENGINEER and persons employed or utilized by the ENGINEER in the performance of this Agreement. This indemnification shall survive the termination of the Agreement. Nothing contained in this section is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

#### 15.18 Errors and Omissions.

It is the CITY's and FHWA's policy that a consultant should be responsible for the additional project costs caused by their errors and omissions and acts of professional negligence. Acceptance of the work performed under this Contract does not constitute CITY approval or a waiver of any such errors or omissions, and will not relieve the ENGINEER of the responsibility for subsequent corrections and costs of any errors and/or omissions and the clarifications of any ambiguities. In such event, in addition to any other remedies to which the CITY may be entitled under law or in equity, if requested by CITY, the ENGINEER shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of ENGINEER without

additional compensation. The provisions set forth above are supplemental and in addition to any other legal or equitable rights, remedies, and claims available to either party.

15.19 Non-Exclusive Contract; No Third Party Beneficiaries.

This Agreement is non-exclusive agreement between the parties. It is understood and acknowledged that the rights granted herein to the ENGINEER are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the CITY may desire. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

*IN WITNESS WHEREOF*, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

**City of Orlando, Florida**

By: \_\_\_\_\_  
David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Michael S. O'Dowd  
Assistant City Attorney  
Orlando, Florida

**VANASSE HANGEN BRUSTLIN, INC.**

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

Print Name:\_\_\_\_\_

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

STATE OF FLORIDA }

COUNTY OF \_\_\_\_\_}

*PERSONALLY APPEARED* before me, the undersigned authority,  
 \_\_\_\_\_, well known to me or [ ] who has produced  
 \_\_\_\_\_ as identification, and known by me to be the  
 \_\_\_\_\_ of the corporation named above, and acknowledged before me  
 that he/she executed the foregoing instrument on behalf of said corporation as its true act and  
 deed, and that he/she was duly authorized to do so.

*WITNESS* my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



## **Appendix I**

### **City of Orlando RQS18-0306**

Mayor  
Buddy Dyer

Chief Procurement Officer  
David Billingsley, CPSM, C.P.M.



**CITY OF ORLANDO**  
**REQUEST FOR QUALIFICATION STATEMENTS (RQS)**

**DATE OF ISSUE:** MAY 7, 2018

**RQS DUE DATE:** JUNE 7, 2018

**RQS DUE TIME:** 2:00 p.m., Local Time, City of Orlando, FL

**RQS DELIVERY LOCATION:** City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

**RQS TITLE:** RE-SOLICITATION OF ORLANDO CITYWIDE  
PEDESTRIAN TRAFFIC SIGNALS

**RQS NO:** RQS18-0306  
*(RQS NUMBER MUST BE PLACED ON FRONT OF  
ENVELOPE / PACKAGE)*

**DIRECT ALL INQUIRIES TO:** Roger Cooper, CPPO, C.P.M., Contract Administrator  
Phone: (407) 246-2291  
Email: TeamC@cityoforlando.net

**BUSINESS NAME & ADDRESS:**

**CONTACT INFORMATION:**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name of Contact Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Contact City, State, Zip

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Business email address

\_\_\_\_\_  
Contact email Address

\_\_\_\_\_  
**DUNS NUMBER (Dun & Bradstreet)**

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## **SECTION 1 - LEGAL NOTICE**

### **NOTICE OF REQUEST FOR QUALIFICATION STATEMENTS FOR RQS18-0306 RE-SOLICITATION OF ORLANDO CITYWIDE PEDESTRIAN TRAFFIC SIGNALS**

Pursuant to Section 287.055, *Florida Statutes*, the federal Brooks Act (40 USC 1101-1104, including related federal laws (23 USC 112(b)(2)(A) and regulations 23 CFR 172.5), and the policies and procedures of the City of Orlando, notice is hereby given that a sealed Qualification Statement for **RQS18-0306 Re-Solicitation of Orlando Citywide LAP Pedestrian Traffic Signals Project FDOT LAP FM # 437508-1-38-01** to provide professional engineering services for the City of Orlando must be received by 2:00 p.m., local time, on June 7, 2018, at the Office of Procurement and Contracts Division, 4th Floor, Orlando City Hall, One City Commons, 400 S. Orange Avenue, Orlando, Florida, 32801 in order for a Consultant to be considered for the project. This project will involve design work for the construction of accessible pedestrian signals and any necessary ADA improvements at 30 existing, signalized intersections within the City of Orlando. Consultants interested in submitting a Qualification Statement may download the Request for Qualification Statements (RQS) document from the City's eSupplier website at:

<https://vendorlink.cityoforlando.net/>

This RQS document is available on May 7, 2018.

Please be advised that you must maintain and update your eSupplier vendor file with the proper contact and email information at all times during the solicitation process. The eSupplier system functions as a courtesy notification system, sending an email announcement to registered suppliers when additional documents or addendums to a solicitation occur. Unless a Consultant registers and downloads the solicitation directly from the City's eSupplier website, the notification system is not activated. It is the responsibility of the Consultant to check the eSupplier website prior to submitting a Qualification Statement to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the Qualification Statement if necessary.

In accordance with Section 287.055 (10), *Florida Statutes* and the Brooks Act (and related federal laws and regulations), the City of Orlando declares that all or any portion of the documents and work papers prepared and submitted pursuant to this Notice of Request, shall be subject to reuse by the City.

The City of Orlando is receiving U.S. Department of Transportation ("USDOT") funding from the Florida Department of Transportation ("Department") for the services solicited in the Request for Qualification Statements (DOT Financial Management Number: 437508-1-38-01). In order to submit a Qualification Statement in response to this solicitation, the prime firm submitting the response must be pre-qualified by the Department at the time of submittal in one or more of the following categories: 3.1: Minor Highway Design; and/or 7.3: Signalization.

It is the policy of USDOT, the Department, and the City that all applicants, including but not limited to DBEs, have an equal opportunity to participate in the performance of federally financed contracts and subcontracts. To achieve this goal, DBEs are encouraged to compete for procurement contracts and shall have full access to these opportunities. Pursuant to the funding requirements of the Department's grant, disadvantaged business enterprise ("DBE") utilization shall be in compliance with applicable laws and regulations. The Department has established a DBE program in accordance with such federal laws and regulations. The City shall participate in the Department's DBE race neutral program for this solicitation.

There is no specific DBE participation goal on this Project; however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist Respondents in determining their DBE commitment level, the City has estimated 2.4% DBE availability on this Project.

When preparing your Qualification Statement, please monitor potential or anticipated DBE utilization for this Project. A DBE firm must be certified in the Florida Unified Certification Program as a DBE and listed in the Department's Directory. You may access the Directory at the following internet address:

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

When the successful Respondent executes the contract with the City, information will be requested of the Respondent's anticipated DBE participation for the Project. 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 consultants' Equal Employment Opportunity and DBE Affirmative Action Programs.

NOTE: 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. Respondents are encouraged to identify any opportunities to subcontract to DBEs.

If you have any questions regarding this information, please contact the City Minority Business Enterprise Office at 407-246-2623.

The Respondent certifies, by submission of its Qualification Statement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. This solicitation and all work performed in response to it shall be conducted in accordance with Section 504 of the Rehabilitation Act and Title 49, Code of Federal Regulations, Department of Transportation, Part 27, regarding nondiscrimination on the basis of disability.

The City reserves the right to waive any informalities or irregularities in the selection process and to reject any or all Qualification Statements, or to re-advertise.

## **SECTION 2 - SOLICITATION INFORMATION**

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Consultant to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Qualification Statements. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Qualification Statements. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain Notice of Intended Action for award and other information:

- **The City of Orlando Procurement and Contracts Division's Website:**

<http://www.cityoforlando.net/procurement/solicitations/>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of solicitation opportunities that meet your commodity code selections.

- **Direct link to eSupplier VendorLink Website:**

<https://vendorlink.cityoforlando.net/>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

2. You may visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando, City Hall  
400 South Orange Avenue, 4<sup>th</sup> Floor  
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

Consultants choosing to contact the Procurement and Contracts Division directly for information should still maintain an accurate and updated eSupplier vendor file with its proper contact and email information at all times during the solicitation process. Consultants will receive information from the City through the eSupplier system throughout the course of the solicitation and selection process. The City shall not be responsible for a Consultant's failure to create and properly maintain an eSupplier vendor file and Consultants shall be deemed to have received all information posted on or transmitted by such system.

We appreciate your interest in doing business with the City of Orlando and wish you much success with your business ventures.

### **SECTION 3 - PROJECT SCOPE**

#### **Summary**

City of Orlando Transportation Engineering is in need of a consultant to perform the design portion of an FDOT LAP project, Orlando Citywide Pedestrian Traffic Signals (FPN 427508-1). The project includes the design and optimization of pedestrian traffic signals and pedestrian safety improvements in the Downtown Orlando corridor (see exhibit). The design phase of the project will include relocation or modification of roadway and drainage structures, relocation of signal poles, power poles, underground utilities and modification of signs and pavement markings. Coordination with Lighthouse of Central Florida, the Downtown Community Redevelopment Agency and the Downtown South Main Street District will be required. Utility coordination will be required. R/W acquisition needs will be determined during the design process. No permitting is anticipated since this project only includes design work. Intersections within the project list may be refined based on active construction projects within the project limits.

Applicable design standards for this project include, but are not limited to, the most current version of the Americans with Disabilities Act design standards, the FDOT Design Manual, the FDOT Standard Plans, and FDOT Standard Specifications for Road and Bridge Construction.

Notice to proceed for this project is anticipated to be in September, 2018. The design work will include review submittals at 60%, 90%, and 100% design with approximate durations and dates listed below. Final design documents are expected to be completed in April, 2019, within 7-8 months of issuance of the notice to proceed.

- |                        |          |                |
|------------------------|----------|----------------|
| • Notice to Proceed:   | -        | September 2018 |
| • 60% Design:          | 4 months | January 2019   |
| • 90% Design:          | 2 months | March 2019     |
| • 100% Design:         | 1 month  | April 2019     |
| • Final Plan Submittal | -        | April 2019     |

This FDOT LAP project will be issued under a project specific contract type. No future phases of work will be funded under the LAP agreement. The City anticipates negotiating a lump sum fee for services to the design consultant selected to perform the work.

#### **Proprietary Products**

The engineer shall verify if any proprietary product certification is necessary for the project, as defined in 23 CFR 635.411. If a product is deemed necessary for project synchronization with existing facilities, or is a unique product for which there is no suitable alternative, then the EOR is responsible to coordinate and prepare any necessary product justification letters with maintaining agency for the certification process.

#### **Traffic Signal and ITS Communication Conflicts**

FDOT and the City of Orlando Fiber Optic Cable is in the area of the underground work (guardrail setting and multipost signs, etc.) for this project. The EOR is responsible to designate the fiber location in the plans and to determine if there is a conflict and to resolve the conflict. No additional splices may be introduced into the cable unless authorized by the City of Orlando's Transportation Systems Manager and/or FDOT. If the fiber removal and installation of a new cable is needed the designer shall:

- Verify the location existing full termination splices
- Verify existing drop cable splicing

- Provide a 72SM or existing cable whichever is larger
- Coordinate with cable users for allowable downtime. The users include: City of Orlando (Transportation Engineering Division, Information Technology, Orlando Police Department), FDOT, Lynx, Orange County, among others.
- Call City of Orlando Traffic Signal Maintenance for guidance (407) 246-2617 or (407) 246-2020
- Provide plan sheets that
  - Restrict downtime
  - Present a Maintenance of Communication plan meeting the downtime requirement
  - Require a single uninterrupted cable will be used
  - Reflect splices for all drops cables to return existing functions

### **Sidewalk & Curb Ramp Work**

The engineer shall verify if any existing pullboxes are present within the project limits. If present within the project limits, the EOR is responsible to provide ITS/Signalization plans for the replacement of the pullboxes. Relocation of pullboxes shall require the installation of a new pullbox. Reuse of exiting pullboxes is prohibited. The plans and quantities shall include replacement of any pull box(es) in disturbed areas not on the current FDOT Approved Products List.

### **Use of Existing Conduit**

If an existing conduit greater than 1,000 ft. in length is to be reused for temporary or permanent signal cable, fiber optic cable, or any other transportation cable, the engineer is responsible to proof during design. Please contact Ron Miller (386) 943-5370 for coordinating the mobilization of a contractor to proof the conduit. The design shall document the proofing testing including, time, date, attendees, and results by conduit run, dowel size, and conduit size. This information shall be part of the design documentation.

### **Intersection List**

List of signalized intersections within the scope of this project:

1. N Hughey Avenue & W Amelia Street
2. N Hughey Avenue & W Livingston Street
3. N Hughey Avenue & W Robinson Street
4. N Hughey Avenue & W Washington Street
5. N Hughey Avenue & W Central Boulevard
6. S Hughey Avenue & W Pine Street
7. N Garland Avenue & W Amelia Street
8. N Garland Avenue & W Livingston Street
9. N Garland Avenue & W Robinson Street
10. N Garland Avenue & W Washington Street
11. N Garland Avenue & W Central Boulevard
12. S Garland Avenue & W Pine Street
13. S Garland Avenue & W Church Street
14. S Garland Avenue & W South Street
15. Boone Avenue & W South Street
16. Boone Avenue & W Anderson Street
17. N Orange Avenue & E Central Boulevard
18. S Orange Avenue & E Pine Street
19. S Orange Avenue & E Church Street



**Re-Solicitation of  
Orlando Citywide Pedestrian Traffic Signals  
FDOT LAP FM 437508-1-38-01**

20. S Orange Avenue & E Jackson Street
21. S Orange Avenue & N Lucerne Circle W
22. S Orange Avenue & S Lucerne Circle W
23. S Orange Avenue & E Gore Street
24. S Orange Avenue & E Columbia Street
25. S Orange Avenue & E Copeland Drive
26. S Orange Avenue & E Miller Street
27. S Orange Avenue & E Kaley Street
28. S Orange Avenue & E Grant Street
29. S Orange Avenue & E Michigan Street
30. N Magnolia Avenue & E Central Boulevard
31. S Magnolia Avenue & E Pine Street
32. S Magnolia Avenue & E Church Street
33. S Magnolia Avenue & E Jackson Street
34. N Rosalind Avenue & E Central Boulevard
35. S Rosalind Avenue & E Pine Street
36. S Rosalind Avenue & E Church Street
37. S Rosalind Avenue & E Jackson Street

#### **SECTION 4 - QUALIFICATION STATEMENT FORMAT**

Responses to this request **shall** include the following information and be presented in the order shown, separated into sections as noted, including a Table of Contents that identifies each section and its page number:

1. Letter of Introduction addressed to David Billingsley, CPSM, C.P.M., Chief Procurement Officer, City of Orlando.
2. Table of Contents.  
  
Tab each item in paragraphs 3 thru 11 below (including sub-paragraphs) and record tab number/letter in the Table of Contents along with corresponding page number.
3. Cover Page from this solicitation with completed information, including the Duns Number.
4. Business Experience, Qualifications, and Project Approach
  - a. A copy of Respondent's W-9.
  - b. If Respondent is a business organization, please submit a copy of Respondent's certificate of authorization to practice, or offer to practice, engineering services as a business organization in Florida pursuant to Section 471.023 of Florida Statutes.  
  
Please note that such certificate of authorization must be held by the Respondent, not a sub-consultant, and that it must be held by Respondent on or before the date of submittal for this solicitation.
  - c. Federal Standard Form 330 (see link below) regarding the provision of architecture/engineering services – even though some of this information may be a duplication of information required under a separate paragraph. Information provided regarding the location of employees and offices and the small business status of firms will not be used for purposes of evaluation and selection, but is only being collected for informational purposes.  
  
<https://www.gsa.gov/forms-library/architect-engineer-qualifications>
  - d. A list of the professional personnel the Respondent is proposing to assign to this contract, their academic background, and their experience on other similar projects.
  - e. A list of subconsultants the Respondent intends to utilize under this contract, the subconsultants' personnel that would be assigned, and their academic background and experience on other similar projects.
  - f. A list of similar projects completed by the Respondent and subconsultants within the last five (5) years along with a reference for each of those projects, including current addresses, email addresses, and telephone numbers. Project descriptions shall clearly explain what role the Respondent and subconsultants performed on the project.

- g. A description of the Respondent's and its subconsultants' expertise with similar projects, the provision of services on those projects, and the public participation required by those projects. The description shall also include the Respondent's and its subconsultants' expertise with scheduling, ability to adhere to schedules, cost control, and ability to work with City staff and other stakeholders.
- h. A description of the Respondent and subconsultants' current and planned workloads and the commitment of the assigned project manager and Respondent and subconsultant personnel to dedicate the necessary time to any assigned task and their willingness to meet project time requirements.
- i. A narrative description demonstrating Respondent's understanding of the project's scope of work and its technical approach to successful project completion.

5. Disadvantaged Business Enterprise (DBE)

a. Bid Opportunity List.

The Florida Department of Transportation ("Department") has established a DBE Program that the City is required to participate in with respect to this solicitation. The Department has an overall 10.65% DBE goal. The Department and the City encourage DBE firms to compete for professional services projects, and also encourage non-DBE consultants to use DBE firms as sub-consultants. The Department maintains a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list includes all firms that bid on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBEs and non-DBEs. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. The Bid Opportunity List form attached hereto as **Exhibit "B"** and incorporated by reference herein is used to record Respondent's information for all subconsultants who were contacted by the Respondent or who contacted the Respondent and expressed an interest in participating on the Project. The Bid Opportunity List form should be included with your Qualification Statement.

- b. As part of any contract awarded from this solicitation, the successful Respondent shall be required to enter anticipated DBE utilization data in the Department's Equal Opportunity Compliance ("EOC") System within three (3) business days of the first pre-work conference with City, or at such other time as directed by the City or Department. The successful Respondent will also be required to promptly update the EOC System whenever DBEs are added or removed, or when utilization changes. In addition, the successful Respondent will report data on actual payments, minority status, and the type of work of all subcontractors and major suppliers monthly in the EOC System.

6. Evidence of Insurance Status

As set forth below in this solicitation, the City reserves the right in the future to require the submittal of evidence of Respondent's ability to obtain and maintain errors and omission insurance, professional liability insurance, or malpractice coverage.

Please include answers to the following questions with your Qualification Statement:

- (i) Has any such coverage ever been cancelled? If yes, explain fully.
- (ii) Has anyone recovered against the coverage? If yes, explain fully.

7. Investigations and Litigation

If the Respondent has ever been the subject of an investigation conducted by a regulatory agency or professional licensing board, give the details and outcome of such action. If the Respondent has been sued within five years of the Qualification Statement submittal date as a result of actions or inactions in the course of its business or profession, give the details and outcome of such suit(s) with your Qualification Statement.

8. Suspension and Debarment

If a firm, or its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency, it may not submit a Qualification Statement in response to this solicitation. Firms responding to or receiving an award for this contract shall comply with 2 CFR, Section 200.213 and 49 CFR, Section 29.510 regarding debarment, suspension, ineligibility and voluntary exclusion for federal aid contracts. Firms responding to this solicitation shall execute and return with their response an executed copy of **Exhibit "C"**, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

9. Lobbying

Firms responding to or receiving an award for this contract shall comply with the requirements of Appendix II to 2 CFR Part 200 and 49 CFR, Section 20.100 regarding lobbying activities on federal aid contracts. Firms responding to this solicitation shall execute and return with their response an executed copy of **Exhibit "D"**, Certification for Disclosure of Lobbying Activities on Federal Aid Contracts. If necessary, a firm shall also fill out and return the Disclosure of Lobbying Activities Form included with Exhibit "D". A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

10. Conflict of Interest Certification

Firms responding to or receiving an award for this contract shall comply with City, State, and federal laws, regulations, and rules regarding conflict of interest. Firms responding to this solicitation shall execute and return with their response an executed copy of **Exhibit "E"**, FDOT Form #375-30-50 "Conflict of Interest Certification for Consultant/Contractor". A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

11. Drug Free Workplace

**Re-Solicitation of  
Orlando Citywide Pedestrian Traffic Signals  
FDOT LAP FM 437508-1-38-01**

**RQS18-0306**

Per federal requirements, the preference to businesses with drug-free workplace programs under Section 287.087 of Florida Statutes shall not apply to this solicitation and shall not be used as a tie breaker in the event of a tie.

## **SECTION 5 - QUALIFICATION STATEMENT SUBMITTAL**

Respondents submitting a Qualification Statement shall deliver **one (1) unbound original, seven (7) printed copies**, and **one (1) electronic copy** in a sealed package. Original and all copies must have identical content.

They **must be received** by 2:00 p.m., local time, on June 7, 2018, at the Office of Procurement and Contracts Division, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. Statements **will not** be accepted after this time. Respondents are fully and solely responsible for ensuring the timely delivery and receipt of their Qualification Statements to the City at the location and by the time listed in this Request for Qualification Statements.

The Qualification Statement submittal shall be enclosed in a sealed envelope addressed to the Chief Procurement Officer, Attention: Roger Cooper, CPPO, C.P.M., at the address listed below. Proposals submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof. Please be advised that United States Postal Service (USPS) Express and Priority service classes are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Respondent to ensure that Qualification Statements are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All Qualification Statements shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below:

David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer, City of Orlando  
Attention: Roger Cooper, CPPO, C.P.M.  
Procurement and Contracts Division  
400 S. Orange Avenue, Fourth Floor  
Orlando, Florida 32801

## **SECTION 6 - TERMS AND CONDITIONS**

### 1. Questions Regarding the Solicitation Process

To ensure fair consideration for all Respondents, the City **prohibits** communication to or with any officer, elected official (**including the Mayor and City Council**), department, division, office or employee of the City, and any advisory committee members during the solicitation process. The prohibited communication period shall commence at the time of the issuance of the solicitation and terminate when a contract is fully executed, except as provided below.

All communications relating to this Request for Qualification Statements between a Respondent (or anyone on a Respondent's behalf) and the City must be made through the Procurement and Contracts Division. Any communications in violation of this provision may be grounds for disqualifying the offending Respondent from consideration for award and/or any award arising from a future solicitation.

Any questions relative to interpretation of the solicitation or the solicitation process shall be addressed in writing as indicated below. Questions must be received by the Procurement and Contracts Division on or before 2:00 p.m., local time, May 25, 2018. Questions received after the cut-off date and time will not be considered.

Any interpretation made to prospective Respondent will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Respondents no later than five (5) days prior to the date set for receipt of Qualification Statements. Oral and other non-Addendum answers will not be authoritative.

It will be the responsibility of the Respondent to contact the Procurement and Contracts Division prior to submitting a Qualification Statement to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their Qualification Statements (if required). Direct all inquiries to:

Roger Cooper, CPPO, C.P.M.  
City of Orlando  
Procurement and Contracts Division  
400 S. Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2364  
Fax: (407) 246-2869  
Email: [TeamC@cityoforlando.net](mailto:TeamC@cityoforlando.net)

### 2. Request for Qualification Statement Schedule

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer ("CPO") of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Qualification Statement due date, the change will be announced via an addendum. Addendums cannot be issued on and after the Qualification Statement due date/time.

Action:	Date:
Legal Ad	May 6, 2018
RQS Released	May 7, 2018
Cut-off date for Questions by Respondents	On or before 2:00 p.m., local time, on May 25, 2018
Last Addendum	On or before five (5) days prior to Qualification Statement Due Date
Qualification Statement Due Date and Time	June 7, 2018, @ 2:00 p.m., Local Time
1 <sup>st</sup> Advisory Committee Meeting (Short-listing to at least Three (3) firms)	To Be Posted as per City of Orlando Public Meeting Postings Requirements
2 <sup>nd</sup> Advisory Committee Meeting (includes Presentations and Ranking of firms)	To Be Posted as per City of Orlando Public Meeting Postings Requirements
City Council (Approval of Ranking and Start of Negotiations)	August 6 <sup>th</sup> 2018
Negotiations Begin	After City Council approval of Ranking
City Council (Approval of Contract with Negotiated Results)	Month of September 2018

### 3. Convicted Vendor List

A person or affiliate, as defined in §287.133, *Florida Statutes*, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 §287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

### 4. Discriminatory Vendor List

In accordance with Section 287.134, *Florida Statutes*, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

### 5. Non-Discrimination



The City hereby notifies all respondents that the City shall ensure that respondents will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family or religious status in consideration for an award of a contract or subcontract and that disadvantaged business enterprises (DBEs) shall have full opportunity to submit responses to this solicitation. Additionally, in any contract entered into with the City after this solicitation, the firm selected will be required to agree that it will comply with said requirements and that it will not discriminate against DBEs and other potential subconsultants/subcontractors on the grounds of: race, color, national origin, sex, age, disability, family or religious status in consideration for an award of a subcontract and shall further agree that DBEs shall have full opportunity to submit bids in response to solicitations for work or materials related hereto. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26.

Respondents must also ensure that employees and applicants for employment are not discriminated against because of race, color, national origin, sex, , age, disability, family or religiousstatus. Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601 that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” As part of any contract, the selected Respondent will be required to act in accordance with Section 504 of the Rehabilitation Act and Title 49, Code of Federal Regulations, Department of Transportation, Part 27 – Nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance, and under the ADA whether or not there is federal financial assistance. In addition, as part of any contract, the selected Respondent will agree that the United States has a right to seek judicial enforcement with regard to any matter arising under the ADA and Section 504, the Regulations, and the contract.

6. FDOT Qualification

An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the Department of Transportation to be a non-responsible contractor may not submit a bid (or other response to a solicitation) or perform work for the construction or repair of a public building or public work on a contract with the City.

7. Solicitation Response Costs

The City is not responsible for any expenses which firms may incur in preparing and submitting responses, including presentations, and any other expenses called for in this Request for Qualification Statements.

8. Applicable law

This Request for Qualification Statements is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the Code of the City of Orlando which can be accessed online at: <http://library.municode.com/index.aspx?clientId=13349> or by contacting the Procurement and Contracts Division. Any protest or appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code (including the submission of the required non-refundable filing fee), except that a security bond shall not be required for this solicitation.

9. Public Records

Qualification Statements received in response to this solicitation are exempt from disclosure under the provisions of Florida law until such time as the City provides notice of an intended decision or until thirty (30) days after the response opening, whichever is earlier.

10. Americans with Disabilities Act

Persons with disabilities needing a special accommodation to participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

11. Reserved Rights

The City, in its sole discretion by action of its Chief Procurement Officer or designee, reserves the right to reject any and all Qualification Statements or to waive any irregularity or informality in such submissions. At any time prior to the execution of a contract, the City may determine, in its sole discretion, that it is not in the public interest to continue the solicitation and/or its review of the submissions. In the event of rejection of a submission, the City shall not be liable for any costs incurred in connection with the preparation and submittal of the statement.

12. Contract

For informational purposes, a draft copy of the City's standard contract ("Draft Agreement") for LAP projects has been attached as Appendix I and is incorporated herein by this reference. It will provide the basis for negotiations with the selected respondent. Please note, however, by the terms of the City's LAP Agreement and the Department's LAP program any final agreement between the City and the selected respondent must contain the following provisions:

a. State Requirements:

- (1) Tangible Assets to be purchased with LAP funds. None are anticipated with this project.
- (2) Professional Liability Insurance. Please see Section 14 of the Draft Agreement for the City's standard insurance requirements.
- (3) E-verify (Executive Order 11-116). Please see Section 15.1.6 of the Draft Agreement.
- (4) Public Entity Crimes Statement (§ 287.133 of Fla. Stat.). Please see Section 15.15 of the Draft Agreement.
- (5) Inapplicability of Drug Free Workplace Statute (§ 287.087 of Fla. Stat.). Please see subsection 11 of Section 4 of this solicitation.
- (6) Prompt Payment Provision. Please see Sections 5.3 and 15.3.2 of the Draft Agreement.
- (7) Public Access to Public Records. Please see Section 15.17.20 of the Draft Agreement.
- (8) Indemnification and Hold Harmless Clause required by the LAP Agreement. Please see Section 15.17.22 of the Draft Agreement.
- (9) Records Retention with State and Federal Access. Please see Section 15.17.2 of the Draft Agreement.

(10) Truth in Negotiation Certification. Please see Exhibit III of the Draft Agreement.

b. Federal Requirements:

- (11) Terms for Federal Aid Contracts (FDOT Form #375-040-84). Please see Exhibit IV of the Draft Agreement for a copy of the federal aid terms.
- (12) Termination Clauses for Cause, Convenience, and Default. Please see Section 7 of the Draft Agreement.
- (13) Administrative, Contractual, or Legal Remedies for Breach. Please see Section 7 (Termination) and Section 15.17.19 (Title VI Violations) of the Agreement.
- (14) Consultant Evaluation Clause. Please see Section 15.17.21 of the Draft Agreement.
- (15) Allowable Costs in Accordance with Federal Cost Principles. Please see Section 13.e. of this solicitation below and Section 2 of the Draft Agreement.
- (16) Errors and Omissions Provision. Please see Section 15.18 of the Draft Agreement.

13. Acceptance of Conditions

By submitting a Qualification Statement, Respondent acknowledges and agrees to the following conditions. Where indicated below, Respondent shall include any requested information, if applicable:

a. Evidence of Financial and Insurance Status

- (1) The City reserves the right in the future to require the submittal of evidence it deems necessary relative to the Respondent's financial status and insurance status.
- (2) The City reserves the right in the future to require the submittal of evidence of Respondent's ability to obtain and maintain errors and omission insurance, professional liability insurance, or malpractice coverage.

b. Further Information

The City reserves the right to ask for further information from the Respondent, either in writing or orally, and requests will be addressed to that person (or those persons) authorized by the Respondent to represent same.

c. City's Right to Judge

The City reserves the sole right to judge the Respondent's representations, either written or oral, as to their veracity, substance, and relation to this particular project scope.

d. Public Information

The City is bound by Section 119, *Florida Statutes*, "Florida Public Records Act". The Act specifies that virtually all memorialized (written) information is in the public domain, and available to any person requesting it unless the information qualifies as an exception to the Act, or is otherwise exempt under state or federal law. Any written information, as defined by the Act, that is provided to the City pursuant to the Qualification Statement Instructions or any ensuing contract for services and materials would probably not be the City's to keep confidential. The Respondent therefore agrees that at any time that the Respondent's written materials may be in the City's possession, the Respondent shall make no demand or request

that the City take a legal position in regard to such materials that, in the City's sole discretion, is contrary to the Act or any other Florida law.

e. Cost Criteria

As part of contract negotiations, the City and the selected Respondent shall negotiate compensation for work to be performed. Negotiations will be undertaken in good faith with no cap on overhead rates or direct salary multipliers. Negotiations and compensation shall be consistent with the LAP Program requirements. The City shall conduct a detailed analysis of the direct labor cost of the professional services for the scope of work. The City will require the firm receiving an award for this contract to execute a truth-in-negotiations certificate in form and content acceptable to the Department (Department Form #375-030-30) stating that the direct labor costs supporting the compensation are current at the time of negotiations. A contract for professional services will contain a prohibition against contingent fees as required by *Florida Statutes* 287.055(6), as amended. The City will perform a determination of allowable costs in accordance with the Federal cost principles for services rendered under the contract. To the extent not in conflict with Federal cost principles or other rules or regulations applicable to the LAP Program, the Respondent shall also comply with the criteria for reimbursable expenses outlined in the City's Policy and Procedure Manual and any directives of general applicability to City consultants approved by the City's Chief Financial Officer in effect as of the date of contract execution.

f. E-Verify

As part of any contract with the City, the selected Respondent shall be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

## **SECTION 7 - QUALIFICATION STATEMENT EVALUATION**

### 1. Evaluation Criteria

Evaluation of Qualification Statements will be based upon the criteria set forth in **Exhibit F**, the Evaluation Criteria for Short-listing, and **Exhibit G**, the Evaluation Criteria for Final Ranking, respectively.

### 2. Short-listing; Presentations

Respondents will be evaluated by a committee of individuals appointed pursuant to the City's policies and procedures ("Advisory Committee"). The Advisory Committee will review and evaluate the Qualification Statement submittals. Following evaluation, the Advisory Committee will rank the short-listed Respondents as set forth in **Exhibit F**, the Evaluation Criteria for Short-listing. After this evaluation process, a minimum of three (3) Respondents will be short-listed and asked to make presentations before the Advisory Committee. Presentations will be conducted in City Hall and shall be twenty (20) minutes in length followed by a ten (10) minute question and answer period. Respondents are not limited in the number of presenters that may appear. Respondents may, but are not required to, include audio/visual materials in their presentations, provided, however that Respondents making presentations are responsible for bringing any necessary audio/visual equipment for such presentations. Further written documentation may be required prior to the interviews, or as a result of the interviews. Failure to promptly supply information in connection with such inquiry, including but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for determination of non-responsiveness with respect to the Qualification Statement. During the presentation, the Respondent shall demonstrate its understanding of the project's scope of work and shall discuss its approach to successfully completing the project. The Respondent shall only be allowed at its interview to supplement the documentation provided in the Qualification Statement with new information for this Rating Factor F.

### 3. Selection and Negotiation

Following the interviews, the Advisory Committee will rank the short-listed Respondents as set forth in **Exhibit "G,"** the Evaluation Criteria for Final Ranking, and submit this information to the Chief Procurement Officer who will seek approval by the City Council of the ranking. Following and subject to City Council's decision, the Public Works Director or designee will enter into negotiations with the top-ranked Respondent with the intention of entering into a contract. If negotiations with the top-ranked Respondent are unsuccessful, then negotiations with this Respondent will be terminated and negotiations will begin with the next successively ranked Respondent until a successful contract is negotiated or the solicitation is terminated. Once a contract is negotiated, the Chief Procurement Officer will execute the contract, or if required, seek approval from the City Council to enter into the contract prior to execution.

**EXHIBIT “A”**

**DOWNTOWN ORLANDO CORRIDOR**

Re-Solicitation of  
Orlando Citywide Pedestrian Traffic Signals  
FDOT LAP FM 437508-1-38-01

RQS18-0306

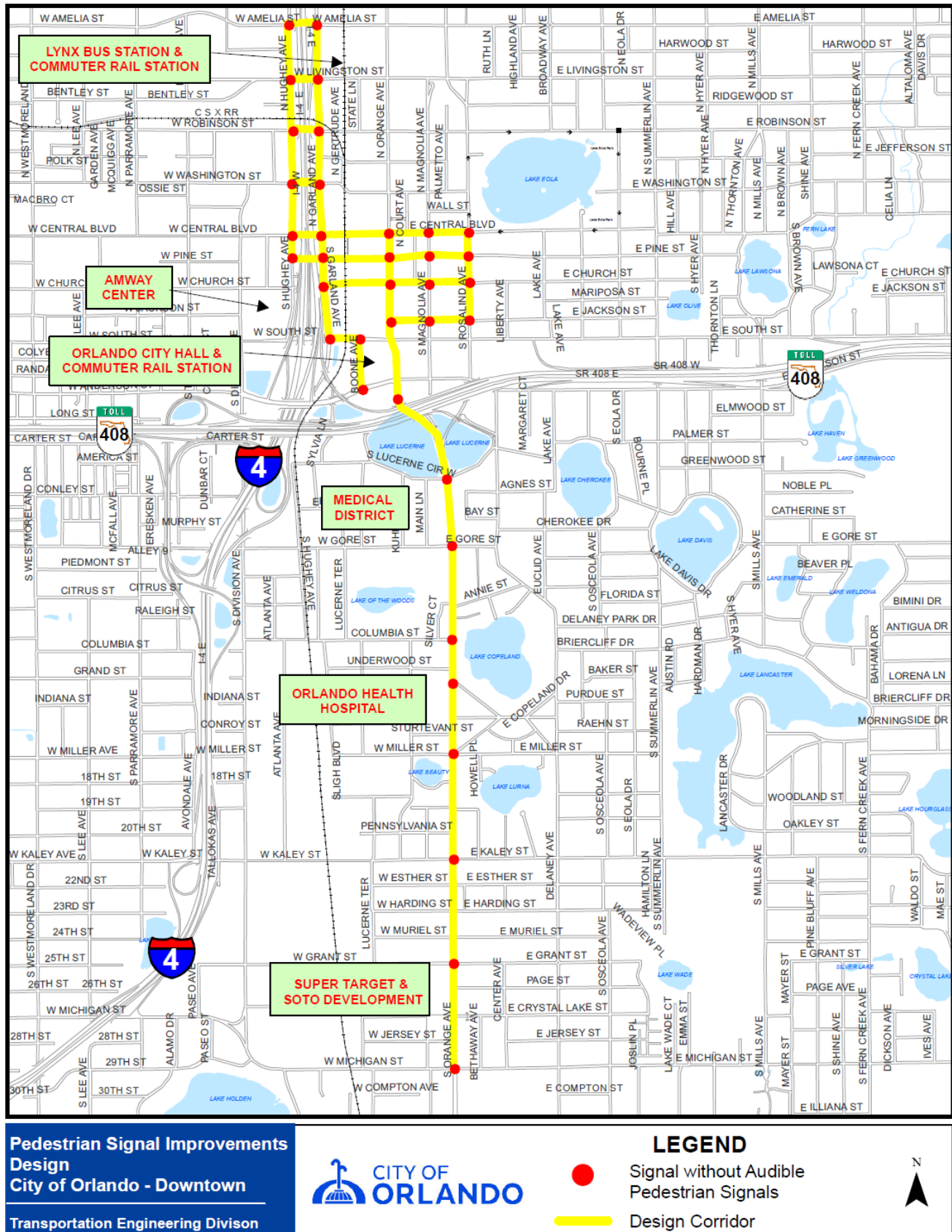


Exhibit "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL  
SERVICES**

375-040-62  
PROCUREMENT  
01/16

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)



## EXHIBIT "C"

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

375-030-32  
PROCUREMENT  
11/15

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

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

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

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

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

### Instructions for Certification

#### Instructions for Certification - Lower Tier Participants:

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

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

**EXHIBIT “D”**

375-030-33  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with Appendix II to 2 CFR Part 200 and 49 CFR, Section 20.100)**

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: \_\_\_\_\_  
(Authorized Signature)

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

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

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

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

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

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____ _____ _____			<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____		
<b>11. 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>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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



## Exhibit "E"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-020-20  
PROCUREMENT  
OGC - 03/17

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50  
PROCUREMENT  
OGC – 03/17

Additional Page

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

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

Printed Names	Signatures	Date

## EXHIBIT “F”

### EVALUATION CRITERIA FOR SHORT-LISTING

The Advisory Committee will evaluate and score the Respondents based upon their Qualification Statements in accordance with the following rating factors.

<b>RATING FACTORS</b>	<b>MAXIMUM POINTS</b>	<b>ITEM SCORE</b>
A. Respondent’s experience and qualifications.	40	
B. The experience and qualifications of the sub-consultants.	25	
C. The Respondent and subconsultants’ records of successful performances on past projects including factors such as cost control, work quality and demonstrated ability to adhere to schedules and budgetary requirements for such projects.	25	
D. Ability of Respondent’s and subconsultants’ personnel to devote necessary time to the project, meet time requirements, and work successfully with City staff and any other stakeholders.	10	
<b>TOTAL SCORE</b>	<b>100</b>	

Notes regarding Exhibit “F”: Each Advisory Committee member will evaluate the above factors to determine the short-listing of the Respondents. Each member will assign an item score ranging from zero (0) points to the maximum points allowed for each rating factor. The item scores will then be added to determine the total score. The maximum possible total score for this evaluation table is one hundred (100). Each member will rank the Respondents based upon the member’s score for each Respondent. The ranking established by each member will be accumulated to determine the final ranking. Each member’s top-ranked firm will be assigned one (1) point, second-ranked firm two (2) points and so on. After accumulating the members’ scores, the firm with the lowest score shall be ranked first, the next lowest score shall be ranked second, and so on. In the event of a tie, the tied Respondents’ total scores from each member will be added and compared. The Respondent with the highest point total will be ranked highest of the tied Respondents.

**EXHIBIT “G”****EVALUATION CRITERIA FOR FINAL RANKING**

The Advisory Committee will evaluate and score the short-listed Respondents based upon their Qualification Statements and their interviews in accordance with the following rating factors.

<b>RATING FACTORS</b>	<b>MAXIMUM POINTS</b>	<b>ITEM SCORE</b>
A. Respondent’s experience and qualifications.	35	
B. The experience and qualifications of the sub-consultants.	20	
C. The Respondent and subconsultants’ records of successful performances on past projects including factors such as cost control, work quality and demonstrated ability to adhere to schedules and budgetary requirements for such projects.	25	
D. Ability of Respondent’s and subconsultants’ personnel to devote necessary time to the project, meet time requirements, and work successfully with City staff and any other stakeholders, as well as make effective public presentations.	10	
E. Respondent’s demonstrated understanding of the project’s scope of work and approach to successful project completion.	10	
<b>TOTAL SCORE</b>	<b>100</b>	

Notes regarding Exhibit “G”: Each Advisory Committee member will evaluate the above factors to determine the final ranking of the short-listed Respondents. Each member will assign an item score ranging from zero (0) points to the maximum points allowed for each rating factor. The item scores will then be added to determine the total score. The maximum possible total score for this evaluation table is one hundred (100). Each member will rank the Respondents based upon the member’s score for each Respondent. The ranking established by each member will be accumulated to determine the final ranking. Each member’s top-ranked firm will be assigned one (1) point, second-ranked firm two (2) points and so on. After accumulating the members’ scores, the firm with the lowest score shall be ranked first, the next lowest score shall be ranked second, and so on. In the event of a tie, the tied Respondents’ total scores from each member will be added and compared. The Respondent with the highest point total will be ranked highest of the tied Respondents. If the total scores from each of the tied Respondents also result in a tie, the City’s Chief Procurement Officer, or designee, may instruct the Advisory Committee to conduct further deliberations, evaluations, and rescoring until a ranking without a tie for the top ranked firm is achieved.



## **APPENDIX I**

### **Draft Professional Services Agreement for LAP Funded Projects**

## AGREEMENT

*THIS AGREEMENT* (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Orlando, Florida**, a Florida municipal corporation (CITY) and \_\_\_\_\_ (ENGINEER or Consultant).

*WHEREAS*, the ENGINEER was competitively selected pursuant to a Request for Qualifications Statements (RQS18-0306) issued by the City to provide transportation engineering and other professional engineering services as further described below, for the project known as the Orlando Citywide Pedestrian Traffic Signals Project (Project); and

*WHEREAS*, the CITY and the ENGINEER now wish to enter into this Agreement for the ENGINEER's services for the Project; and

*WHEREAS*, the ENGINEER is willing and able to perform the engineering services for the CITY on the terms and conditions set forth below;

*NOW, THEREFORE*, in consideration of the premises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### SECTION 1 SCOPE OF SERVICES

The CITY's RQS and addendums issued thereto (collectively the “RQS”), which are attached hereto as Appendix I and incorporated herein by this reference, set forth in general terms the nature of the Project; certain specific Project terms, conditions and requirements; and the general scope of services which may be provided by the ENGINEER on the Project. Based upon the RQS and the ENGINEER's Response thereto, the parties have negotiated and agreed upon the scope of services, attached hereto and incorporated herein, by reference, as Exhibit I (hereinafter the “Services”). ENGINEER's Services shall include serving as the CITY's professional engineering representative for the Project, providing professional consultation and advice, and by itself or with its Subconsultants. The ENGINEER shall perform any and all Project Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the engineering profession subject to the terms of this Agreement and the RQS. In the event of any conflict between the terms of this Agreement and the City's RQS, the terms of this Agreement (including all attachments and amendments hereto) shall control.

### SECTION 2 FEE

The \_\_\_\_\_ fee (Fee) for the Services has been agreed to by the parties, and the documentation supporting such Fee is attached hereto and incorporated herein, by reference,

as Exhibit II. For the Services rendered the CITY shall pay the ENGINEER a \_\_\_\_\_ Fee of \_\_\_\_\_ /100's Dollars (\$\_\_\_\_\_). The parties acknowledge and agree that said fee was negotiated in good faith based upon overhead rates (indirect rates) and direct salary multipliers which were (are) not capped. The ENGINEER will invoice the CITY monthly, based upon the Services performed at the time of submission of the invoice, billed in accordance with the Fees set forth herein. The City will perform a determination of allowable costs in accordance with the Federal cost principles for services rendered under the contract.

### SECTION 3 TERM

The term of this Agreement shall be completed by the end of business (5:00 p.m.) on \_\_\_\_\_. It is also agreed that the CITY shall have an option for extension of this Agreement, as necessary to complete the present scope of services.

### SECTION 4 CITY'S RESPONSIBILITIES

#### 4.1. Requirements for the Project

The CITY shall provide all criteria and full information as to the CITY's requirements for the Project in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.

#### 4.2. Information Pertinent to the Project

The CITY shall assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and the CITY shall advise the ENGINEER as to what information, if any, the CITY believes to be accurate. The ENGINEER is ultimately responsible for satisfying itself as to the accuracy of any information provided and, furthermore, the ENGINEER is responsible for bringing to the CITY's attention, for the CITY's resolution, any material inconsistencies or errors in such information which come to the ENGINEER's attention. If the CITY requires the ENGINEER's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties.

#### 4.3. Access to Property.

The CITY shall arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its Services.

#### 4.4. City Project Manager

The CITY's Director of Public Works ("Director") or his designee shall appoint a Project Manager for this Project. Except as otherwise expressly provided in this Agreement, the Project Manager shall issue any and all written authorizations to the ENGINEER that the Project may require, or that may otherwise be defined or referred to in this Agreement. The Project Manager shall also, 1) act as the CITY's representative with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the ENGINEER; 3) communicate the CITY's policies and decisions to the ENGINEER regarding the Services; 4) determine, initially, whether the ENGINEER is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the ENGINEER respecting the CITY's non-performance of any Project obligation. All determinations made by the Project Manager, as outlined above, shall be final and binding upon the ENGINEER in regard to further administrative review, but shall not be binding upon the ENGINEER in regard to general appearances before or appeals to the CITY, or appearances before or appeals to a court of competent jurisdiction.

#### 4.5. Notice and Extension of Term

The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's Services. If the ENGINEER has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of this Agreement, then, in the Project Manager's sole and reasonable discretion, and upon the submission to the Project Manager of evidence of the causes of the delay, the ENGINEER shall be granted an extension of its Project schedule equal to the period the ENGINEER was actually and necessarily delayed.

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## SECTION 5 PAYMENTS TO ENGINEER

### 5.1. General

5.1.1. The CITY will pay the ENGINEER for the Services as detailed in each of the ENGINEER's narrative monthly invoices (Invoices), and in accordance with the schedule of Fees (including reimbursable expenses) as further defined below in Exhibit II. The ENGINEER must submit with each Invoice a detailed description of the Services for which payment is sought, an updated CD-ROM of the design files and an updated Project schedule in detail and format acceptable to CITY. Prior to submission of each of the Invoices, ENGINEER shall comply with the monthly reporting requirements of Subsection 15.16.3.

### 5.2. Reimbursable Expenses

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto

for existing facility and Subconsultant visitation; toll telephone calls and telegrams; reproduction of reports, drawings and specifications, and similar Project-related items, all in accordance with the CITY's written procurement policies and directives.

### 5.3. Payments by Owner

5.3.1. All Services' payments (Payment) shall be made by the CITY to the ENGINEER in accordance with the Florida Local Government Prompt Payment Act laws upon receipt of a proper Invoice from the Consultant, detailed description of Services performed, updated design files in CD-ROM format, updated Project schedule and the monthly reporting required in Subsection 15.16.3 (Payment Period), unless, within the Payment Period, the CITY, 1) notifies the ENGINEER of an objection to the Payment amount, and 2) either provides the ENGINEER with a determination of the proper Payment, or 3) requests further information from the ENGINEER so that a proper Payment can be derived and agreed upon by the parties. The ENGINEER shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period. The ENGINEER shall make payments to its Subconsultants for satisfactory performance of the Subconsultants' services no later than thirty (30) days from receipt of Payment from the CITY. For those specific services priced on a lump sum basis, if any, that were partially completed, progress payments shall be invoiced in proportion to the percentage of completed work on those specific services based on the percentage of the amount for those specific services.

5.3.2. The CITY's objection to the Payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the Payment. If the objection is resolved in favor of the ENGINEER, then the CITY shall pay the ENGINEER the amount so determined, minus any Payment amount previously paid to the ENGINEER with respect to the objection, plus interest at one percent (1%) simple interest, per month on the unpaid amount. If it is determined that the CITY has overpaid the ENGINEER, then the ENGINEER shall, within thirty (30) calendar days, refund to the CITY the overpayment amount, and interest, at one percent (1%) simple interest, per month, and the ENGINEER shall not be held to be in breach of this Agreement thereby.

### 5.4. Intentionally Deleted.

### 5.5. Records

The ENGINEER also agrees to maintain, and to require each Subconsultant to maintain, complete and accurate books and records (Books) in accordance with sound accounting principles and standards, and relating to all Services, and the related costs and expenditures to the CITY that have been contracted for and paid during the life of this Agreement. The Books shall identify the Services rendered during each month of the Agreement, the date that each Project expense was incurred, and whether the expense was Service or reimbursable-related. Unless a different period is required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision, ENGINEER and its Subconsultants shall retain all records related to the Agreement for five (5) years after receipt of final payment under the Agreement and all other pending matters related to the Agreement are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before

the expiration of the 5-year period or other applicable period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

#### 5.6. Late Payment

If the CITY fails to make any payment due the ENGINEER for Services and expenses within forty-five (45) days after the beginning of the Payment Period, the ENGINEER may, after giving seven (7) calendar days' prior written notice to the CITY, suspend Services under this Agreement until the ENGINEER has been paid, in full, amounts due it for Services and expenses. Any portion of an Invoice that is objected to or questioned by the CITY in accordance with Subsection 5.3 shall not be considered due for the purposes of this Subsection.

#### 5.7. Overtime

Overtime will be paid by the CITY only if authorized in advance by the CITY's Project Manager for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the ENGINEER.

#### 5.8. Scope, Cost and Fee Adjustment

5.8.1. General. The CITY may at any time notify the ENGINEER of requested changes to the scope of Services as set forth in this Agreement. The notification shall state the scope modification and an adjustment of the Fee specified in Exhibit II to reflect such modification. The Fee adjustment due to modification in the scope of Services may be calculated utilizing the same method of compensation applicable to the Agreement prior to the scope modification. The ENGINEER and the CITY understand that, unless the Fee adjustment is within a previously approved budget, any change to the scope of Services must be approved or authorized by the CITY. If the Fee adjustment is within a previously approved budget to the scope of Services for the overall Project, the change may be approved in writing by the CITY's Project Manager.

5.8.2. Scope Reduction. The Project Manager shall have the sole right to reduce (or eliminate, in whole or in part) the scope of the Project at any time and for any reason, upon written notice to the ENGINEER specifying the nature and extent of the reduction. In such event the ENGINEER shall be fully compensated for the Services already performed. The ENGINEER shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project, and payment to the ENGINEER for revising the Project documents shall be made pursuant to an amendment to this Agreement.

5.8.3. Scope Suspension. The Project Manager may, at any time and for any reason, direct the ENGINEER to suspend work (in whole or in part) under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The ENGINEER shall resume its Services upon the date specified, or upon such other date as the Project Manager may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the term; provided, however, that any work stoppage not approved or caused by the action or inaction of the CITY shall not give rise to any claim against the CITY by

the ENGINEER. The CITY agrees to compensate the ENGINEER for his reasonable and provable costs, including demobilization, remobilization, and Subconsultant expenses incurred attributable to any delay approved or caused by the actions or inaction of the CITY.

#### 5.9. Termination

Upon the termination of this Agreement, the ENGINEER shall prepare a final and complete Payment Statement for all Services and Fees incurred since the posting of the last Payment Statement, and through the date of termination. The final Payment Statement shall be subject to all of the provisions described in this Section 5.

#### 5.10. Final Payment

The acceptance by the ENGINEER, its successors, or assigns, of any final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the CITY from any and all known claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the ENGINEER, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond final Payment.

#### 5.11 Consultant's Estimate of Probable Construction Cost.

##### 5.11.1 General.

If the CITY requests that a Project construction cost estimate be given by the ENGINEER as part of preliminary or final design Services, then the ENGINEER shall develop an ENGINEER's estimate of probable construction cost at such points in the design phase as defined herein or in the Scope of Services. The construction cost of the Project (Construction Cost Estimate) means the estimated total cost to the CITY by contractors for the construction of those portions of the entire Project designed and specified by the ENGINEER. The Construction Cost Estimate shall only include construction costs from contractors for construction work and materials and will not include other non construction costs such as the ENGINEER's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, nor will it include the CITY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other non-construction services to be provided by others to the CITY. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of Construction Cost Estimate provided for hereinabove are to be made on the basis of the ENGINEER's experience and qualifications, and represent the ENGINEER's best judgment as an experienced and qualified professional which is familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable cost prepared by the ENGINEER.

##### 5.11.2 Construction Cost.

5.11.2.1 The acceptance by the CITY at any time during the provision of Services of a revised opinion of Construction Cost Estimate in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost Estimate limit to the extent indicated in such revised opinion.

5.11.2.2 If a Construction Cost Estimate is established, the ENGINEER will be permitted, with review and approval by the CITY, to determine what types of materials, equipment and component systems are to be included in the drawings and specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost estimate.

5.11.2.3 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 15%, but less than 25%, the CITY may, (1) give written approval to increase such Construction Cost Estimate, (2) authorize negotiating or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the ENGINEER shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate. In lieu of other compensation for Services in making such modifications, the CITY shall pay the ENGINEER's cost of such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to the ENGINEER on account of such Services; and the ENGINEER's providing these modification Services shall be the extent of the ENGINEER's cost-estimating liability as memorialized in this Subsection.

5.11.2.4 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 25% or more, the CITY may, (1) give written approval to increase the Construction Cost Estimate, (2) authorize negotiations or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices.

## SECTION 6 SETTLEMENT OF CLAIMS

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as the venue for any litigation between the parties, shall be Orange County, Florida.

## SECTION 7 TERMINATION

### 7.1. General

This Agreement may be terminated by the mutual agreement of the parties, or as may otherwise be provided in Section 7.2 below. In the event of the termination of this Agreement, any liability



of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

#### 7.2. Failure to Perform or for the Convenience of the CITY

In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement in whole or in part if the ENGINEER substantially fails to perform any obligation under this Agreement and does not remedy the failure within twenty (20) calendar days after receipt by the ENGINEER of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the ENGINEER shall have such time as is reasonably necessary to remedy the failure, provided the ENGINEER promptly takes and diligently pursues such actions as are necessary therefor. Any termination by the CITY for substantial failure to perform may also result in suspension or debarment of the ENGINEER pursuant to terms of the City's Procurement Code. The CITY may also, at its convenience, terminate this Agreement upon twenty (20) calendar days notice to the ENGINEER. The ENGINEER may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, and does not remedy the failure within twenty (20) calendar days after receipt by the CITY of written demand from the ENGINEER to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

#### 7.3. Payment Upon Termination

Upon the termination of this Agreement, the CITY shall pay ENGINEER for Services actually rendered and contracted for under this Agreement, and those reasonable and provable Fees actually incurred by ENGINEER for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY as a result of the termination if the Agreement is terminated for cause by the CITY or 2) increased by an amount equal to the reasonable and provable expenses incurred by ENGINEER (lost profit and overhead shall not be included) to conclude its Services that are directly attributable to the termination, and for which ENGINEER is not otherwise compensated if the Agreement is terminated for the convenience of the CITY.

#### 7.4. Delivery of Materials Upon Termination

In the event of termination of this Agreement by the CITY, prior to the ENGINEER's satisfactory completion of all the Services described or alluded to herein, the ENGINEER shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, CD-ROM design files, record drawings; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER, or by any Subconsultant, in rendering

the Services described herein, and not previously furnished to the CITY by the ENGINEER pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The ENGINEER shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

## SECTION 8 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

### 8.1. General

One reproducible copy of all data, reports, summaries, memoranda, and other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER (Written Work) for the Services rendered hereunder, including but not limited to any inspector's reports, job files, test reports, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, Contractors' submittals, CD-ROM or other electronic design files, CD-ROM or other electronic design files as modified by as-built information; shall be supplied to the CITY (at the CITY's request during the term of the Agreement, upon termination, and with the ENGINEER's final payment Invoice) by the ENGINEER, and at the CITY's cost. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design and/or as-built conditions in written and CD-ROM formats, studies, analyses, and so forth) along with all formal ENGINEER/CITY correspondence concerning the Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of the CITY. All materials described above shall be retained by the ENGINEER for the statutory period (§95.11, Fla. Stat., as it may be from time-to-time amended). The Written Work shall be a "work made for hire" and the CITY shall be vested with all rights of ownership of the Written Work whatever kind and however created that may be in existence thereto.

### 8.2. Reuse of Documents and Information

Any use by the CITY of such materials described in Subsection 8.1 in connection with a project other than that for which such materials were prepared, without the prior written consent of the ENGINEER, shall be at the CITY's sole risk, and the ENGINEER shall have no responsibility or liability related thereto, except in those instances which the ENGINEER is re-employed by the CITY for that other project. In the event that any work performed pursuant to this Agreement is funded directly or indirectly by the federal government, the federal awarding agency (and, if applicable, any intermediary state agency) shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor (including ENGINEER) purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes. ENGINEER is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401.

## SECTION 9 NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the ENGINEER hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to the ENGINEER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the CITY's Director and Chief Procurement Officer separately, at:

Richard Howard, P.E.  
Public Works Director  
City of Orlando  
City Hall, 8<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32801

David Billingsley, CPSM, CPM  
Chief Procurement Officer  
City of Orlando  
City Hall, 4<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32801

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

## SECTION 10 CONFLICTS OF INTEREST

The ENGINEER represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the ENGINEER to be conducted hereunder in violation of applicable law. The ENGINEER further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has

not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide Personnel working solely for the ENGINEER, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Agreement. Further, the ENGINEER also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the ENGINEER that, for the breach or violation of this Subsection, the CITY shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value paid by the ENGINEER.

The City maintains written code of standards of conduct governing the performance of its employees engaged in the award and administration of engineering and design related services contracts designed to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172.7. These standards of are located in the City's Policy and Procedure 800.5 (Ethics) and Policy and Procedure 2320.1 (Management & Administration of Grants and other Types of Financial Assistance) which can found on the City's website at:

<http://www.cityoforlando.net/cityclerk/policies-procedures/>.

## SECTION 11 WAIVER OF CLAIM

The ENGINEER and the CITY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

## SECTION 12 CITY REPRESENTATIVE

The CITY's Director of Public Works or his authorized designee(s) shall act as the CITY's agent with respect to the Services to be rendered by the ENGINEER hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying ENGINEER of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the ENGINEER. The CITY's Director of Public Works authority to act shall be in addition any authority granted to specific CITY employees in other sections of this Contract. Any action that may be taken by the CITY's Director of Public Works or his designee related to this Contract, may also be taken by the CITY's Chief Procurement Officer or her designee. Notwithstanding the preceding, any final

action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or her designee; provided, however, that nothing herein shall be deemed to preclude the Director of Public Works or his designee from suspending any or all work or from modifying or terminating specific portions of authorized work in his discretion.

### SECTION 13 ENGINEER'S PROJECT TEAM

The ENGINEER shall assign members of its staff as the ENGINEER's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The ENGINEER shall indicate to the CITY the authority and powers that the ENGINEER's Project Team shall possess during the life of the Project. The ENGINEER agrees that the CITY shall have the right to approve the ENGINEER's Project Team, and that the ENGINEER shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the ENGINEER's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the ENGINEER, or if the ENGINEER's Project Team member terminates his employment with the ENGINEER, then the ENGINEER shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY covenants that its approval shall not be unreasonably withheld.

### SECTION 14 INDEMNIFICATION AND INSURANCE

#### 14.1. Indemnification

14.1.1 ENGINEER's Indemnification of CITY. The ENGINEER shall indemnify and hold harmless the CITY, its employees and officers, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the Agreement. This provision shall survive the expiration or termination of the Agreement.

#### 14.2. Insurance

##### 14.2.1 General.

ENGINEER and its Subconsultants of all tiers will be required at their own expense to maintain in effect at all times during the performance of Services insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the ENGINEER to maintain the required insurance coverages and to require that Subconsultants maintain required insurance coverages at all times. Failure of ENGINEER to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CITY's approval of

insurance coverage to be maintained by ENGINEER and its Subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENGINEER and its Subconsultants under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance and the ENGINEER's insurance primary for all purposes despite any conflicting provision in the ENGINEER's policies to the contrary. Failure of the ENGINEER or its Subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this Section 14.2 shall be grounds for termination of this Contract as specified in Section 7.

#### 14.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the ENGINEER's and its Subconsultants' initiation of performance, the ENGINEER and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY and the Florida Department of Transportation prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the ENGINEER shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type.

#### 14.2.3. Additional Insureds.

All insurance coverages furnished except Professional Liability, Workers' Compensation and Employers' Liability shall include the CITY and its officers, elected officials, and employees as additional insureds with respect to the activities of the ENGINEER and its Subconsultants. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

#### 14.2.4 Waiver of Subrogation.

The ENGINEER and its Subconsultants shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees and against other contractors and subcontractors.

#### 14.2.5 Types of Coverage to be Provided.

The ENGINEER (and its Subconsultants to the same extent and on the same terms as set forth below for ENGINEER) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract:

##### 14.2.5.1 Workers' Compensation and Employer's Liability.

This insurance shall protect the ENGINEER against all claims under applicable state workmen's compensation laws. The ENGINEER shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's

compensation law. This policy shall include an “all states” or “other states” endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers’ compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers’ compensation: Statutory  
Employer’s Liability: \$100,000 each occurrence

#### 14.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single  
Property damage: limit each occurrence

#### 14.2.5.3 Commercial General Liability.

This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of the ENGINEER or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the ENGINEER under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the ENGINEER’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single  
Property damage: limit each occurrence

#### 14.2.5.4 ENGINEER's Errors and Omissions Policy.

The ENGINEER shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000, or the ENGINEER shall provide the CITY with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured-ENGINEER. The errors and omissions policy shall be in effect and shall insure the ENGINEER's performance on CITY projects.

#### 14.2.6 City’s Right to Inspect Policies.

The ENGINEER shall, upon thirty (30) days' written request from the CITY, deliver copies to the CITY, or make copies available for the CITY's inspection in Orange County, Florida, of any or all insurance policies that are required in this Contract. If the ENGINEER fails to deliver or make such copies available to the CITY; or, if the ENGINEER fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if the ENGINEER fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Contract; then the CITY may, at its sole option, terminate this Contract for cause pursuant to the terms and conditions of Section 7.

## SECTION 15 MISCELLANEOUS PROVISIONS

### 15.1. Local, State and Federal Obligations

15.1.1. Discrimination. The ENGINEER, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, national origin, sex, age, disability, family or religious status; and 2) the ENGINEER shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Agreement, without liability, as described above, and such right shall not be exercised unreasonably.

15.1.2. Compliance with Law. The ENGINEER and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the ENGINEER to its employees. All design plans and specifications prepared by the ENGINEER as part of its Services shall comply with the federal Americans With Disabilities Act, Florida Americans With Disabilities Accessibility Implementation Act, and regulations and guidelines applicable thereto, all as may be from time to time amended. The ENGINEER shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

15.1.3. Licenses. The ENGINEER shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other permits, and other authorizations as are required by local, state, or federal law, in order for the ENGINEER to render its Services or work as described herein. The ENGINEER shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

15.1.4. Compliance With New Regulations. The ENGINEER agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the



ENGINEER to qualify for local, state, or federal funding for the Services to be rendered by the ENGINEER, then the ENGINEER shall consent to and make such modifications or amendments in a timely manner. If the ENGINEER is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the ENGINEER, to terminate this Agreement without liability, as outlined in Section 7, above. Furthermore, if the ENGINEER's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the ENGINEER, to attempt to negotiate an amendment to the Agreement with the ENGINEER.

15.1.5. License Fee and Royalties. The ENGINEER agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the CITY, but shall be secured by the ENGINEER (or, at the ENGINEER's direction, by the contractor or Subconsultant during the ENGINEER's construction phase services).

15.1.6 The ENGINEER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all new employees hired by the ENGINEER during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

## 15.2. Engineer Not Agent of City

The ENGINEER is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in ENGINEER's relations with Subconsultants, or in any other manner whatsoever except as elsewhere provided for in this Agreement.

## 15.3. Subconsultants

15.3.1. General. The ENGINEER shall have the right, conditioned upon the CITY's prior consent, which shall not be unreasonably withheld, to employ other firms, consultants, contractors, subcontractors, and so forth (Subconsultants); provided, however, that the ENGINEER shall, 1) inform the CITY as to what particular Services the Subconsultants shall be employed to do; 2) inform the CITY as to what extent (what percentage) of the total Project Services each Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the CITY (which may be made for the CITY's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the CITY shall request (again for the CITY's convenience); and 7) require that such employee(s) shall be

promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the CITY. After the Subconsultant has received notice of the termination, or two (2) business days after the CITY has notified the ENGINEER in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the CITY shall have no obligation to reimburse the ENGINEER for the Services subsequent to the notice of termination of any Subconsultant or employee who may be terminated pursuant to the provision of this Subsection; provided, however, that the CITY shall reimburse the ENGINEER for the ENGINEER's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in Subsection 7.3 if the Subconsultant is terminated for convenience; and provided, further, that the ENGINEER shall receive no reimbursement for demobilization costs if a Subconsultant is terminated for cause. It is also understood that the CITY does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's performance. ENGINEER shall require all Subconsultants to comply with the terms of this Agreement, the City's LAP Agreement with the Florida Department of Transportation, and all requirements imposed by applicable federal, state, and local laws and regulations, include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

15.3.2. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the ENGINEER for the services of any Subconsultant that may be in addition to the Services, or for those Subconsultant Services not previously made known to the CITY, or that are otherwise outside of the scope of the Project unless and until the CITY has given written approval of such reimbursement. The CITY shall have no liability or obligation to the ENGINEER for Services rendered by a Subconsultant pursuant to any Engineer-Subconsultant agreement, and the ENGINEER also agrees to pay all such Subconsultants for their Project-related Services within thirty (30) calendar days after the ENGINEER's receipt of payment, from the CITY, for work performed by the Subconsultants, unless such payment is disputed by the ENGINEER, and the CITY receives written notice thereof.

15.3.3. Subconsultant Contracts. The ENGINEER shall provide a copy of all relevant provisions of this Agreement to all Subconsultants hired by it, or for which it may have management responsibilities and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Agreement terms and provisions. The ENGINEER shall also furnish the CITY, upon demand, with a copy of all ENGINEER Subconsultant contracts.

15.3.4. The ENGINEER shall comply with the requirements of 49 CFR 26 and take all necessary affirmative steps when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

#### 15.4. Assignment and Delegation

The CITY and the ENGINEER bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights,

responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the ENGINEER shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the ENGINEER attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement as a breach of contract by the ENGINEER and a failure by the ENGINEER to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

#### 15.5. Audits

15.5.1. Periodic Auditing of ENGINEER'S Books. The Books may (but need not) be kept separate and apart from the ENGINEER's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Payment Statement or Completion Report. In lieu of the above and upon request of the CITY, the ENGINEER shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the ENGINEER's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the CITY to the ENGINEER. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the ENGINEER's chief financial officer or its certified public accountant.

15.5.2. Overcharge. If it is established by the audit, or by any other means, that the ENGINEER has over-billed or overstated its Fees (Overcharge) to the CITY, then the amount of any Overcharge shall be refunded by the ENGINEER, together with the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

15.5.3. Retention of Books. Unless a longer time is required by any federal, state, or other governmental law, regulation, policy, or grant requirement, the ENGINEER shall retain the Books, and make them available to the CITY as specified above, for the longer of (i) five (5) years following Final Payment or termination of this Agreement, whichever is later, or (ii) the conclusion of all audits and litigation (including all appeals) related to this Agreement.

#### 15.6. Prohibition Against Contingent Fees

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

#### 15.7. Entire Agreement

This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

#### 15.8. Truth-in-Negotiations

The ENGINEER shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit III. It is agreed by the ENGINEER that the Project Fee, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at one percent (1%) per month simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that the Fee was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

#### 15.9. Amendment

This Agreement may be amended or modified only by a written instrument duly authorized and executed by the parties.

#### 15.10. Validity

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

#### 15.11. Headings

The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

#### 15.12. Timeliness

The CITY and the ENGINEER acknowledge and understand that time is of the essence in this Agreement.

#### 15.13. Force Majeure

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement, such modifications to include, but not limited to the Project's Services, term, and Fee. If such conditions and circumstances do in fact occur, then the CITY and ENGINEER shall mutually agree, in writing, to the modifications to be made to this Agreement.

#### 15.14. Rights Cumulative; No Waiver

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

#### 15.15. Public Entity Crime

Any person or affiliate, as defined in 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the CITY.

#### 15.16. DBE Participation

15.16.1. The City of Orlando is receiving U.S. Department of Transportation (“USDOT”) funding from the Florida Department of Transportation (“Department”) for the Services to be provided by the ENGINEER. It is the policy of USDOT, the Department, and the City that DBEs have an equal opportunity to participate in the performance of federally financed contracts and subcontracts. To achieve this goal, DBEs are encouraged to compete for procurement contracts and shall have full access to these opportunities. Pursuant to the funding requirements of the Department’s grant, disadvantaged business enterprise (“DBE”) utilization shall be in compliance with applicable federal laws and regulations. The Department has established a DBE program in accordance with such federal laws and regulations. The CITY shall participate in the Department’s DBE race neutral program for this Project.

15.16.2. There is no specific DBE participation goal on this Project; however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist the ENGINEER in

determining its DBE commitment level, the CITY has estimated 2.4% DBE availability on this Project.

15.16.3. The Department and the CITY are collecting information on both actual payments made to Subconsultants and DBE commitment amounts. ENGINEER shall comply with all reporting requirements set forth in Chapter 14 of the Department's LAP Manual. DBE Information will be collected through the web-based Equal Opportunity Compliance (EOC) System.

Anticipated DBE participation, also known as "commitments" is to be entered into the EOC by the ENGINEER upon execution of this Agreement. ENGINEER shall input the name of the DBE company, specialty code/NAICS code identifying work to be performed, the total contract amount, and such other information as requested by the EOC System. Thereafter, the ENGINEER shall update such information anytime there is a change in DBE firms, anticipated DBE participation, and anytime there is an amendment to this contract that affects anticipated DBE participation, including an amendment to the overall amount of work being performed hereunder.

On a monthly basis during the term of this Agreement, the ENGINEER shall input and report in the EOC System, the actual payments, DBE/minority status, and the work type of all Subconsultants and major suppliers on this Project. The reporting shall include all DBE and all non-DBE Subconsultants, subcontractors, and suppliers. If no payment is made the ENGINEER shall report a zero dollar payment. In addition, if ENGINEER is a certified DBE, it must report the portion of the contract which will be performed directly by it with its own workforces.

The ENGINEER shall also create and maintain the following records to monitor DBE utilization efforts: 1) the procedures adopted by ENGINEER to comply with the contractual DBE requirements, 2) the number of contracts awarded to DBEs, 3) the dollar value of the contracts awarded to DBEs, 4) the percentage of the dollar value of contracts awarded to DBEs as a percentage of the dollar value of the Agreement, 5) a description of the general categories of contracts awarded to DBEs, and 6) the specific efforts employed by the ENGINEER to identify and award contracts to DBEs. The ENGINEER shall provide these records to the CITY, Department and the Federal Highway Administration upon request.

15.16.4. Prior to their performing any work pursuant to this Agreement, the CITY shall have the right to review and approve the use of all subcontractors, including any and all DBE Subconsultants. ENGINEER shall not terminate a DBE subcontractor and perform the work with its own forces or an affiliate's without the prior written approval of the CITY. If a DBE subcontractor is terminated or fails to complete the work for any reason, ENGINEER shall make good faith efforts to find another DBE subcontractor to substitute for the original subcontractor.

#### 15.17. Florida Department of Transportation Grant Requirements

15.17.1. This Project is funded in whole or in part by the financial participation of the Department through a Local Agency Program (LAP) Agreement. The Agreement between the CITY, also referred to herein as "Agency," and ENGINEER shall comply with and conform to

all of the applicable requirements of the LAP Agreement including, but not limited to, the following provisions of this Section 15.17. In addition, all work shall be performed in accordance with the Department's "Local Agency Program Manual", including to the extent applicable, any provisions contained therein related to reporting, patent rights, copyrights, and rights to data. In the performance of work under this Agreement, ENGINEER shall also comply with the provisions of Exhibit IV required by the Department entitled "Terms for Federal Aid Contracts, attached hereto and incorporated herein by this reference."

15.17.2. Records of costs incurred and other records related to the performance of work hereunder shall be maintained and made available by ENGINEER and its subcontractors at all times during the term of the Agreement and, unless a different period is required by law, for five (5) years after final payment is made. Copies shall be furnished upon request by the CITY. Records of costs incurred and other records related to performance include but are not limited to any books, documents, papers, financial, accounting and project records and supporting documents of ENGINEER and its subcontractors, and all other records that Department considers necessary for an audit. If any litigation, claim or audit is started before the expiration of the five (5) year or other applicable period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Access to all records for the purposes of making audit, examination, inspections, excerpts and transcriptions shall be given by ENGINEER to the CITY, U.S. Department of Transportation, the Department, the Comptroller General of the United States, the Inspectors General, the State Comptroller, the State Chief Financial Officer, the State Office of the Auditor General, any other state and federal department or agency with jurisdiction, and their representatives. This right also includes timely and reasonable access to the ENGINEER's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

15.17.3. The ENGINEER shall permit the Department authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project. CITY and ENGINEER shall comply with the obligations contained in Section 20.055(5) of the Florida Statutes to cooperate with the State of Florida inspector general in any investigation, audit, inspection, review or hearing.

15.17.4. If travel reimbursement is authorized by the CITY in the Agreement, the ENGINEER must submit bills for any travel expenses in accordance with §112.061 of the Florida Statutes and Chapter 3 – Travel of the Department Disbursement Operations Manual.

15.17.5. If the Department terminates or suspends the LAP Agreement, the CITY shall have the right to terminate or suspend this Agreement either for cause or for the CITY's convenience, as applicable.

15.17.6. This Agreement is subject to the approval of the Department. The Department has the right to review the qualifications of any consultant or contractor of the CITY and to approve or disapprove the employment of same.

15.17.7. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all Federal-Aid Contracts – 49 CFR 29): The Agreement may not be awarded to a party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). As part of the CITY's agreement(s) with the Department for state and federal funding the CITY, which is referred to herein below as the "Agency", was (or will be) required to make the following certification to the Department:

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Covered Sections of Rules Implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees, by submitting this Agreement, that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.



The Agency may rely upon a certification of a prospective subcontractor that the person is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its subcontractors. The Agency may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

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 the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The Agency certifies by execution of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify any of the statements in this certification, an explanation shall be attached to this proposal.

The ENGINEER certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. ENGINEER shall execute and return with the Agreement a copy of Exhibit V, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts. If at any time the ENGINEER or a subcontractor learns that the certification it provided to the CITY was erroneous when submitted or has become erroneous by reason of changed circumstances, the ENGINEER or subcontractor shall provide immediate written notice to the CITY.

In addition, the ENGINEER certifies, by execution of this Agreement, that it and its Subconsultants will comply with all requirements imposed by applicable federal, state, local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” in 49 CFR Part 29, when applicable.

Eligibility can be verified at: For Federal – <https://www.sam.gov> and for DMS link for State and federally disqualified vendors –

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists).

15.17.8. In connection with the carrying out of any Project, the ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, national origin, , sex, age, disability, family or religious status. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, sex, age, disability, family or religious status. 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, pre-apprenticeship, and/or on-the-job training. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate. The ENGINEER shall insert a similar provision to the foregoing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15.17.9. The ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations. Engineer hereby understands and agrees that, in addition to the CITY and any other party having enforcement rights under this Agreement or by law, the United States shall also have the right to enforce such laws and regulations. Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601 that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” ENGINEER, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

(i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and

(ii) it shall not discriminate on the basis of race, color, national origin, sex, age disability, family or religious status in the performance of this Agreement and shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. The failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate as set forth below;

(iii) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, national origin, sex, age, disability, family or religious status;

(iv) it shall insure, and include such assurance in solicitations, that respondents for

subcontracts for work and material solicited by ENGINEER will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family or religious status in consideration for an award of a contract and that disadvantaged business enterprises (DBEs) shall have full opportunity to submit responses to such solicitations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26; and

(v) it will act in accordance with Section 504 of the Rehabilitation Act and Title 49, Code of Federal Regulations, Department of Transportation, Part 27 – Nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance, and under the ADA whether or not there is federal financial assistance and understands and agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the ADA and Section 504, the Regulations, and this Agreement.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Agreement and the CITY shall have the right to immediately terminate this Agreement in whole or in part, without liability, or seek such other remedy(ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. ENGINEER shall comply with the requirements of Exhibit IV attached hereto and incorporated herein by this reference and shall require that all of its subcontractors agree and comply with the requirements of this paragraph and Exhibit IV.

15.17.10. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

15.17.11. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. In addition, an entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the Department of Transportation to be a non-responsible

contractor may not submit a bid (or other response to a solicitation) or perform work for the construction or repair of a public building or public work on a contract with the CITY. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list or had its Certificate of Qualification suspended, revoked, denied or has been determined by the Department of Transportation to be a non-responsible contractor or consultant.

15.17.12. No member, officer, or employee of the Agency or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. The ENGINEER shall insert the above sentence in each of its subcontracts.

15.17.13. No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom. As part of the CITY's agreement(s) with the Department for state and federal funding the CITY was (or will be) required to make the following certification to the Department:

The CITY agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the CITY, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the CITY to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

As set forth and required by federal regulations including but not limited to 49 CFR Part 20 and Appendix A thereto, by execution of this Agreement ENGINEER makes the foregoing certifications and agrees to make such disclosures related to lobbying to the same extent as the CITY's obligations as stated above, and shall require its Subconsultants to make the same certifications and disclosures. ENGINEER shall execute and return with the Agreement a copy of Exhibit VI, Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts and if necessary a copy of the Disclosure of Lobbying Activities as included under Exhibit VI.

15.17.14. ENGINEER shall comply with City, State, and federal laws, regulations, and rules regarding conflict of interest. ENGINEER shall execute and return with this Agreement an

executed copy of Exhibit VII, FDOT Form #375-30-50 "Conflict of Interest Certification for Consultant/Contractor".

15.17.15. ENGINEER and its subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations ([40 CFR part 15](#)). ENGINEER and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred thousand dollars (\$100,000.00). ENGINEER and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

15.17.16. The ENGINEER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the ENGINEER during the term of the Agreement. In addition, ENGINEER shall require any subcontractors performing work or providing services pursuant to the Agreement to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. As set forth in the terms governing use of the system, E-Verify participation posters which are available on the U.S. Citizenship and Immigration Services website shall be posted at the ENGINEER's and its subcontractors' and Subconsultants' places of hiring, or as otherwise required by the program, to inform their current and prospective employees of their legal rights and protections. Prior to commencing any work, ENGINEER shall provide the CITY's Project Manager with a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program for itself and each subcontractor performing work under this Agreement.

15.17.17. Resource Conservation and Recovery Act of 1976. ENGINEER and its subconsultants in performing work pursuant to this Agreement shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which requires the purchase of recycled products by States or political subdivisions of States and those persons contracting with such agencies. In preparing designs and design specifications, ENGINEER and its subconsultants shall specify and require the highest percentage of recovered materials practicable (as that term is defined in 40 CFR Part 247) for those items for which guidelines have been adopted, consistent with maintaining a satisfactory level of competition. In preparing design specifications, ENGINEER and its subconsultants shall set minimum recovered materials content specifications for items for which guidelines have been adopted. For designated items above the established threshold limits (\$10,000), if any, procured by ENGINEER or its subconsultants under this Agreement, ENGINEER shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used. If the scope of work of this Agreement specifies that any other products must meet a specified level of recovered materials, ENGINEER certifies that it shall use or specify in its designs at least the minimum level required by this Agreement and include any actual use in its monthly and final reports.

15.17.18. 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 Federal law. Accordingly, United States Code, Title 18, Section 1020, entitled “Highway Projects” is hereby incorporated by reference and made a part of this Agreement.

15.17.19. In addition to any other remedies provided for in this Agreement or to which the CITY may be entitled at law or in equity, in the event of a breach or violation of this Agreement by ENGINEER, ENGINEER shall be subject to debarment or suspension from consideration for the award of additional contracts from the CITY, pursuant to the provisions set forth in Chapter 7 of the City Code.

15.17.20. The ENGINEER and its Subconsultants shall comply with applicable federal and Florida public records laws and allow public access to all documents, papers, letters or other material which are made or received in conjunction with this Agreement, subject to the provisions of such laws, including but not limited to Chapter 119, *Florida Statutes*. To the extent applicable, ENGINEER shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

15.17.21. The CITY shall evaluate the performance of ENGINEER and its subconsultants in accordance with the requirements of the LAP Agreement and the Department’s LAP Program (and/or as may otherwise be directed by the Department). Copies of such evaluations shall be provided to ENGINEER. Copies shall also be uploaded into the Department’s LAPIT system by the CITY as part of the project record within sixty (60) days of final payment under this Contract.

15.17.22. As required by the terms of the LAP Agreement, to the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless the CITY, the State of Florida Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the ENGINEER and persons employed or utilized by the ENGINEER in the performance of this Agreement. This indemnification shall survive the termination of the Agreement. Nothing contained in this section is intended to nor shall it constitute a waiver of the State of Florida and the CITY’s sovereign immunity.

#### 15.18 Errors and Omissions.

It is the CITY’s and FHWA’s policy that a consultant should be responsible for the additional project costs caused by their errors and omissions and acts of professional negligence. Acceptance of the work performed under this Contract does not constitute CITY approval or a

waiver of any such errors or omissions, and will not relieve the ENGINEER of the responsibility for subsequent corrections and costs of any errors and/or omissions and the clarifications of any ambiguities. In such event, in addition to any other remedies to which the CITY may be entitled under law or in equity, if requested by CITY, the ENGINEER shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of ENGINEER without additional compensation. The provisions set forth above are supplemental and in addition to any other legal or equitable rights, remedies, and claims available to either party.

15.19 Non-Exclusive Contract; No Third Party Beneficiaries.

This Agreement is non-exclusive agreement between the parties. It is understood and acknowledged that the rights granted herein to the ENGINEER are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the CITY may desire. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

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*IN WITNESS WHEREOF*, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

**City of Orlando, Florida**

By: \_\_\_\_\_  
David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michael S. O'Dowd  
Assistant City Attorney  
Orlando, Florida



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\_\_\_\_\_

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

Print Name:\_\_\_\_\_

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

STATE OF FLORIDA }

COUNTY OF \_\_\_\_\_}

*PERSONALLY APPEARED* before me, the undersigned authority,  
\_\_\_\_\_, well known to me or [ ] who has produced  
\_\_\_\_\_ as identification, and known by me to be the  
\_\_\_\_\_ of the corporation named above, and acknowledged before me  
that he/she executed the foregoing instrument on behalf of said corporation as its true act and  
deed, and that he/she was duly authorized to do so.

*WITNESS* my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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**APPENDIX I**

**RQS18-0306**

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**EXHIBIT I**

**Scope of Services**

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**EXHIBIT II**

**Fees & Costs**

**EXHIBIT III**

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

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) and the City require 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 or the City 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 City or the Department, whichever is later.

\_\_\_\_\_.

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

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

STATE OF FLORIDA            }  
COUNTY OF \_\_\_\_\_ }

*PERSONALLY APPEARED* before me, the undersigned authority,\_\_\_\_\_, [ ] well known to me or [ ] who has produced \_\_\_\_\_ as identification, and known by me to be the \_\_\_\_\_ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## EXHIBIT IV

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

375-040-84  
PROGRAM MANAGEMENT  
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#### **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

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

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

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

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

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

R. The Consultant hereby certifies that it has not:

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

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

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



## EXHIBIT V

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)

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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, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

1.

**EXHIBIT VI**

375-030-33  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with Appendix II to 2 CFR Part 200 and 49 CFR, Section 20.100)**

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: \_\_\_\_\_  
(Authorized Signature)

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

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

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

375-030-34  
PROCUREMENT  
02/16

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

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

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

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

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

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



**EXHIBIT VII**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-000-50  
PROCUREMENT  
OGC – 03/17

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-000-50  
PROCUREMENT  
OGC-03/17

## Additional Page

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

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

[illegible]

EXHIBIT I

Scope of Services



**Final Engineering  
Scope of Professional Services**

**For**

**Orlando Citywide Pedestrian Traffic Signals**

**In**

**City of Orlando, Florida**

**City Project No.: RQS18-0306**

**August 23, 2018**



## **ORLANDO CITYWIDE PEDESTRIAN TRAFFIC SIGNALS PROJECT**

### **SCOPE AND CONTRACT OVERVIEW**

The following document outlines the scope of work and fee proposal for the City of Orlando Citywide Pedestrian Traffic Signals project. The project includes the design and optimization of pedestrian traffic signals and pedestrian safety improvements in the Downtown Orlando corridor, see list below. The design phase of the project will include relocation or modification of roadway and drainage structures, relocation of signal poles, power poles, underground utilities and modification of signs and pavement markings. Coordination with Lighthouse of Central Florida, the Downtown Community Redevelopment Agency and the Downtown South Main Street District will be required. Utility coordination will be required. R/W acquisition needs will be determined during the design process. No permitting is anticipated.

#### **The Intersection List Includes:**

- |  |   |
|--|---|
| 1. N Hughey Avenue & W Amelia Street       | 20. S Orange Avenue & E Jackson Street      |
| 2. N Hughey Avenue & W Livingston Street   | 21. S Orange Avenue & N Lucerne Circle W    |
| 3. N Hughey Avenue & W Robinson Street     | 22. S Orange Avenue & S Lucerne Circle W    |
| 4. N Hughey Avenue & W Washington Street   | 23. S Orange Avenue & E Gore Street         |
| 5. N Hughey Avenue & W Central Boulevard   | 24. S Orange Avenue & E Columbia Street     |
| 6. S Hughey Avenue & W Pine Street         | 25. S Orange Avenue & E Copeland Drive      |
| 7. N Garland Avenue & W Amelia Street      | 26. S Orange Avenue & E Miller Street       |
| 8. N Garland Avenue & W Livingston Street  | 27. S Orange Avenue & E Kaley Street        |
| 9. N Garland Avenue & W Robinson Street    | 28. S Orange Avenue & E Grant Street        |
| 10. N Garland Avenue & W Washington Street | 29. S Orange Avenue & E Michigan Street     |
| 11. N Garland Avenue & W Central Boulevard | 30. N Magnolia Avenue & E Central Boulevard |
| 12. S Garland Avenue & W Pine Street       | 31. S Magnolia Avenue & E Pine Street       |
| 13. S Garland Avenue & W Church Street     | 32. S Magnolia Avenue & E Church Street     |
| 14. S Garland Avenue & W South Street      | 33. S Magnolia Avenue & E Jackson Street    |
| 15. Boone Avenue & W South Street          | 34. N Rosalind Avenue & E Central Boulevard |
| 16. Boone Avenue & W Anderson Street       | 35. S Rosalind Avenue & E Pine Street       |
| 17. N Orange Avenue & E Central Boulevard  | 36. S Rosalind Avenue & E Church Street     |
| 18. S Orange Avenue & E Pine Street        | 37. S Rosalind Avenue & E Jackson Street    |
| 19. S Orange Avenue & E Church Street      |   |

The proposed staff hours were developed using the FDOT Staff Hour Estimate spreadsheets for the respective tasks identified in the scope.

### **ASSUMPTIONS**

- Progress meetings and utility coordination process will run concurrently and simultaneously.

### **SERVICES NOT INCLUDED**

The following design services are not anticipated and, therefore, not included in this Agreement at this time:

- Traffic analysis
- Lighting other than relocations
- Irrigation (Other than restoration)

**Scope of Services**  
**Orlando Citywide Pedestrian Traffic Signals**

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- Streetscape (Other than restoration)
- Utility design
- Right-of-way Mapping
- Sketches and Legal Descriptions
- Preparation of as-built plans
- Permitting (Except for permit exempt letter)

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

**CLIENT FURNISHED INFORMATION (if available)**

- Existing City utility plans
- Existing City signal plans
- Storm GIS and as built information
- City's Engineering Design Standard

**SCHEDULE**

**Design Services (Tasks 1 through 8):** VHB will begin performance of the following design services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to a 7-month duration from receipt of the Notice to Proceed. VHB will prepare a detailed project schedule after the Notice to Proceed.

**Post-Design Services (Task 9):** VHB will perform post-design services when requested by the City.

**COMPENSATION**

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum Basis for Tasks 1 through 8 and Not-To-Exceed (NTE) amount basis for Task 9. The total fee for this Scope of Services is **\$535,607.28**

The fee includes expenses (limited to printing and reprographics; subsistence; computer charges; telephone charges; shipping, postage, and courier service charges). See Table No.1 for the staff hour and fee summary (attached).

VHB invoices on a 4-week cycle resulting in 13 invoice periods per year.

**DESCRIPTION**

This project includes the design and optimization of pedestrian traffic signals and pedestrian safety improvements in the Downtown Orlando corridor, see list below. The design phase of the project will include relocation or modification of roadway and drainage structures, relocation of signal poles, power poles, underground utilities and modification of signs and pavement markings. Coordination with Lighthouse of Central Florida, the Downtown Community Redevelopment Agency and the Downtown South Main Street District will be required. Utility coordination will be required. R/W acquisition needs will be determined during the design process. No permitting is anticipated since this project only includes design work.

**The Intersection List Includes:**

- |  |   |
|--|---|
| 1. N Hughey Avenue & W Amelia Street       | 22. S Orange Avenue & S Lucerne Circle W    |
| 2. N Hughey Avenue & W Livingston Street   | 23. S Orange Avenue & E Gore Street         |
| 3. N Hughey Avenue & W Robinson Street     | 24. S Orange Avenue & E Columbia Street     |
| 4. N Hughey Avenue & W Washington Street   | 25. S Orange Avenue & E Copeland Drive      |
| 5. N Hughey Avenue & W Central Boulevard   | 26. S Orange Avenue & E Miller Street       |
| 6. S Hughey Avenue & W Pine Street         | 27. S Orange Avenue & E Kaley Street        |
| 7. N Garland Avenue & W Amelia Street      | 28. S Orange Avenue & E Grant Street        |
| 8. N Garland Avenue & W Livingston Street  | 29. S Orange Avenue & E Michigan Street     |
| 9. N Garland Avenue & W Robinson Street    | 30. N Magnolia Avenue & E Central Boulevard |
| 10. N Garland Avenue & W Washington Street | 31. S Magnolia Avenue & E Pine Street       |
| 11. N Garland Avenue & W Central Boulevard | 32. S Magnolia Avenue & E Church Street     |
| 12. S Garland Avenue & W Pine Street       | 33. S Magnolia Avenue & E Jackson Street    |
| 13. S Garland Avenue & W Church Street     | 34. N Rosalind Avenue & E Central Boulevard |
| 14. S Garland Avenue & W South Street      | 35. S Rosalind Avenue & E Pine Street       |
| 15. Boone Avenue & W South Street          | 36. S Rosalind Avenue & E Church Street     |
| 16. Boone Avenue & W Anderson Street       | 37. S Rosalind Avenue & E Jackson Street    |
| 17. N Orange Avenue & E Central Boulevard  |   |
| 18. S Orange Avenue & E Pine Street        |   |
| 19. S Orange Avenue & E Church Street      |   |
| 20. S Orange Avenue & E Jackson Street     |   |
| 21. S Orange Avenue & N Lucerne Circle W   |   |

## **SCOPE OF SERVICES**

This scope outlines the professional services to develop final design plans for the construction of Citywide Pedestrian signals at the locations noted above. The following services will be provided: design survey, ADA ramp design, pedestrian signal design, mast arm signal design, drainage design, maintenance of traffic, utility coordination, geotechnical investigation, stakeholder meetings, plans preparation, construction cost estimating, specification package, and post-design tasks including bidding assistance and limited construction administration.

An Existing Conditions Report will be prepared detailing the conditions of the intersections within the project list. A matrix will be prepared detailing the improvements hierarchy to determine the most economical approach to the improvements while meeting the design requirements. Upon concurrence of the Existing Conditions Report findings by the City, development of the 60%, 90% and Final Plans will be prepared.

VHB will prepare construction plans and specifications as described below. VHB will work with Federal, State and Local agencies, which will have an influence upon the preparation of the design, at the direction of the City of Orlando (CITY). The project will proceed through the following design phases:

- a. Phase II (60%)
- b. Phase III (90%)
- c. Final Plans

Specifically, the following tasks will be performed.

### **TASK 1 PROJECT GENERAL AND COMMON TASKS**

The following administrative and management related tasks will be performed on this project.

#### **A. Notice-To-Proceed**

Prior to beginning work, VHB will meet jointly with CITY staff and other representatives with pertinent information to the project.

The purpose of this meeting will be to:

- a. Establish general rules and criteria under which the plans will be prepared.
- b. Allow the CITY to provide pertinent data applicable to the project.
- c. Explain the financial administration of the project, and
- d. Render official Notice-to-Proceed letter.

#### **B. Schedule**

VHB will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. This schedule will be developed and maintained using the scheduling program, Microsoft Project. The initial project schedule will be submitted at the notice to proceed meeting for review by the CITY.

#### **C. Progress Reports**

VHB will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables. Project Milestones Tables will accompany the monthly report along with the current milestone schedule.

#### **D. Quality Control**

VHB will undertake periodic checks of work in progress and project deliverables as part of their formal quality assurance program. Documentation of design calculations and quantity computations and the independent checking of same will be performed under the appropriate task.

**E. Communication and Collaboration**

VHB will work with the following agencies who have jurisdiction over the outcome of this project.

- 1) CITY
- 2) Florida Department of Transportation (FDOT)

**F. Project Meetings**

Progress Meetings will be held throughout the life of the projects. VHB anticipates meetings following the submittal of the Existing Conditions Report and at the 60% and 90% and Final Plan submittals; intermediate meetings as required to discuss project efforts and to identify and resolve critical issues. It is anticipated six (6) to nine (9) progress meetings will be held. VHB will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing and any action necessary to reach resolution. VHB will meet with the FDOT I-4 Ultimate Team engineering firm that designed the section that traverses the intersections, 1-16.

**G. Stakeholder Coordination**

VHB will attend stakeholder meeting(s) with Lighthouse of Central Florida, the Downtown Community Redevelopment Agency and the Downtown South Main Street District. VHB will also prepare meeting minutes for each stakeholder meeting.

VHB's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is anticipated that there will be ***two (2) meetings per stakeholder for a total of 6 meetings plus up to five (5) additional individual stakeholder meetings (i.e. business owners).***

**H. Estimate of Probable Construction Costs**

VHB will prepare an estimate of probable construction costs and review and update the cost estimate when scope changes occur and at the Existing Conditions Report, 60%, 90% and Final Plan stages. Time for this effort is included in each of the respective design task disciplines.

**I. Specifications Package and Bid Documents**

It is anticipated that the proposed work will be designed in accordance with the latest edition of the FDOT Standard Specifications. VHB will assemble the required technical specifications and bid form to be incorporated into the bid package. The CITY will be responsible for the general conditions and assembling the bid package, and advertising. VHB will prepare the following items in the Bid Package:

- a. Identify pay items and work categories for specifications and bid form
- b. Download and review FDOT specifications for appropriate work efforts
- c. Identify the links to the FDOT and CITY website for appropriate specifications.
- d. Although not anticipated, VHB will prepare up to two (2) Technical Special Provisions if needed.

**TASK 2 ROADWAY ANALYSIS AND PLANS**

VHB will prepare the Final Design and Contract Documents for the pedestrian signal and ADA improvements in accordance with the appropriate sections of the FDOT Design Manual, except as modified herein.

The plans will be prepared in a conventional format for the Plan view on 11" x 17" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40'. The plan sheets will show the project's complete horizontal and vertical alignments. Various elements such

as pavement width, landscape, signing and marking, street and driveway crossings, and right-of-way and easement lines will be shown and dimensioned. Design information relative to the proposed improvements will also be shown on the plan sheets.

### **Existing Conditions Report**

VHB will perform detailed field reviews utilizing VHB's GIS field review application to document the existing conditions at each of the intersections except for the intersections that are currently under construction through the FDOT I-4 Ultimate project, intersections 1-16, and 28 and 29 that will be under construction through FDOT project 437330-1-52-01. VHB will also review the intersections to determine a hierarchy of improvements to meet the project needs while minimizing the construction costs and disruption to the nearby businesses. VHB will prepare a Technical Memorandum that will document the decision-making process regarding specific design issues related to: utilities, existing signals, ADA ramp locations, existing streetscape, existing drainage, estimated construction costs, and disruption to the businesses.

VHB will request concurrence from the CITY staff on the findings of the Technical Memorandum matrix prior to moving forward with the design. A meeting between CITY staff and VHB will be conducted to request this concurrence.

### **Traffic Control Plans**

Traffic Control Plans (TCP) will be prepared on 1" = 40'. The plans will show typical details, phasing notes, detours, and temporary pavement. TCP typical details and phasing notes will be provided as part of the 60% submittal. Details will be provided at 90% and Final stage of plan development and will be based on the FDOT Standard Plans altered as needed.

### **Utility Adjustments**

VHB will show, on the roadway plan sheets, the locations of existing and proposed utilities based on survey data and information supplied by the City and other impacted utility companies. The disposition of the existing utilities, as determined by the utility companies and approved by the CITY, will be identified. Utility adjustments will be incorporated into the Design Plan sheets. Utility Adjustment Sheets will not be developed. Utility information will be shown in the 60%, 90%, and Final plans packages.

## **TASK 3 DRAINAGE ANALYSIS AND PLANS**

### **Drainage Analysis**

It is anticipated that the existing drainage system will be modified where required to accommodate the proposed ADA ramp improvements. An assumed 6 drainage inlets will be impacted and required to be relocated.

A meeting will be scheduled with the Street & Stormwater Division to review the proposed drainage design.

No stormwater management facilities are anticipated with the project and are not included in this scope of services.

Includes preparation and submission of Permit Exempt letter to the water management district (WMD).

### **Drainage Plans**

Drainage plan sheets, notes, and details will be prepared. The plans will contain the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- a) Summary of Drainage Structures
- b) Drainage Structure Sheet(s) (Per Structure)
- c) Miscellaneous Drainage Detail Sheets

d) Erosion Control Plan Sheet(s)

**TASK 4 UTILITIES**

VHB will subcontract with WBQ, Inc. (WBQ) to perform the following work:

The project will be designed as such to avoid utility conflicts to the extent possible. If unavoidable, utilities within and adjacent to the project limits that may be impacted by the project will be identified. Once the utilities are identified, VHB's subconsultant, WBQ will lead the utility coordination effort. The Utility Agency Owners (UAO) will be contacted to request existing available information. VHB team will work with the UAO to identify potential conflicts with the design. Meetings will be scheduled with the CITY and UAO as needed, a utility conflict matrix will be prepared, and utilities located and coordinates provided. VHB team will also provide Utility Certification/Close-Out documents.

This scope does not include the actual effort to resolve potential utility conflicts. It assumes that non-City-owned utility conflicts will be resolved by the affected utility owners. Potential City owned utility conflicts (i.e., water, sewer, irrigation) appear to be limited to manhole and valve pad adjustments. Should major relocation design or utility diversion/deflection engineering of City-owned utilities be required, the work may be performed by supplemental agreement.

**TASK 5 SIGNING AND PAVEMENT MARKINGS**

VHB will design the signing and pavement markings associated with the proposed improvements with the current version of the MUTCD and Florida Department of Transportation Standards for Road and Bridge Construction. The plans will provide the type, color and spacing of striping. Regulatory, warning and directional signing will be prepared for the signing and pavement marking items. Signing and pavement marking information will be incorporated into the Roadway Plan sheets. Separate Signing and Pavement Marking Plans will not be developed. Signing and Pavement Marking Plans will be provided at the 60%, 90% and Final plans packages.

**TASK 6 SIGNALIZATION**

VHB will prepare traffic signal modification plans at the listed project intersections. The signalization plans will be prepared in accordance with the current version of the MUTCD and Florida Department of Transportation Standards for Road and Bridge Construction. The signal modifications will involve improvements to the pedestrian signals by upgrading the push button to accessible pedestrian detectors and adjustments to the FOC communication line if affected by the proposed improvements. It is also assumed that there will be seven (7) mast arm signals that will need to be reconstructed due to the proposed ramp improvements.

**TASK 7 DESIGN SURVEY AND UNDERGROUND UTILITIES**

VHB will subcontract with Dewberry to perform the following work:

**Design Survey**

Vertical control will be established from the CITY's permanent benchmark network. An additional 14 benchmarks and control points will be set along said route using the datum as specified by the design. Vertical information will be provided utilizing NAVD 88. The horizontal datum will be North American Datum of 1988, 2011 Adjustment (NAD 83-2011) State Plane Coordinates, referenced to surrounding NGS control or other City of Orlando control points in the area. Control points will be tied using redundant RTK and/or fast-static observations and/or conventional ground traverse referenced to recovered control.

Topography will be obtained primarily using conventional ground survey performed using total stations and electronic data collectors. Above ground improvements, including trees, utility poles, edge of pavement, driveways (size and material of construction), sidewalks, fences, vegetation, significant



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improvements in the right-of-way, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data lying within 10 feet of the existing right of way line will be located. Each intersection will be surveyed in more detail due to needing more information to tie into the existing elements.

A master horizontal control file will be created to be utilized throughout the design. This map will provide the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. Right of way lines will be based on recovered monumentation of sections, property corners, and recorded plat block corners, and established for use by the design engineer. These right-of-way lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.

### **Underground Utilities**

#### Designates (ASCE Quality Level B)

Radar Tomography. The entire project limits will be scanned using a multi-channel, multi-frequency ground penetrating radar, supplemented by conventional electronic designating equipment. The data recorded (radar tomography) will be post-processed for extraction of subsurface features showing an approximate depth estimate where possible.

#### Locates - Subsurface Utility Explorations (SUE) (ASCE Quality Level A)

At specific locations, Dewberry will attempt to expose existing utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) Dewberry will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

Dewberry will perform a utility survey within the project limits to include all utility information gathered as per steps above. The coordinate system will be based on the project horizontal and vertical datum's described above. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

### **Survey Deliverables**

Dewberry will deliver to the Engineer of record, and the City of Orlando, a digital survey file in Microstation or AutoCAD format as directed consisting of the topographic survey, including DTM, utilities, and right of way linework for the limits of survey, and a Surveyor's Report (hard copy or digitally signed & sealed) for the project.

## **TASK 8 GEOTECHNICAL SOILS INVESTIGATION**

VHB will subcontract with Nadic Engineering Services (NES) to perform the following work:

Following is an outline for the subsurface exploration program:

### **Subsurface Exploration**

- a. Perform seven (7) SPT borings to a depth of 30 feet below existing grade.

### **Laboratory Testing**

- a. Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.

### **Geotechnical Report**

- a. Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
  - ✓ Subsurface conditions at the boring locations



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- ✓ Measured and estimated seasonal high groundwater depths
- ✓ Site preparation
- ✓ Fill selection, placement and compaction
- ✓ Present geotechnical engineering recommendations

## **TASK 9 POST-DESIGN**

### **Bidding Assistance**

VHB will perform this post-design task when requested by the City. VHB will provide the following services:

- a. Assist the City during bidding of the project by responding to Bidder's questions received through Procurement or from the pre-bid meeting, by preparing addenda, as required. Attend and participate in Pre-Bid meeting.
- b. Review the bids received, review and verify the bid tabulation prepared by the City, assist the City in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- c. Assemble and prepare "Conformed Bid Documents" (Bid Documents as modified during the bid process).
- d. Provide one (1) set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes issued as a result of the City's project bidding and award process - no later than seven (7) calendar days from project bid opening.
- e. A single PDF version of plans on CD/DVD and one (1) AutoCAD Civil 3D electronic file format furnished to the City.

### **Limited Construction Administration**

VHB will perform this post-design task when requested by the City. It is anticipated that post-design services will begin shortly after design phase is completed.

VHB will make field visits/observations as requested by the City. These observations will not be exhaustive or continuous. VHB's review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review will not include review of the accuracy or completeness of weights or gauges, fabrication processes, precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that VHB has reviewed the entire assembly of which the item is a component.

VHB will not be responsible for any deviations from VHB's documents or other documents which are not brought to the attention of VHB. VHB will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. These visits will be scheduled as necessary for certification purposes or as requested by the City. A total of one (1) field visit at eight (8) hours per visit has been included in this task. It is assumed that the contractor will be responsible for preparing signed and sealed as-built plans.

**Scope of Services**  
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These are the anticipated deliverables for the project. The City's Project Manager will determine the final number of copies required prior to each submittal.

**1. Existing Conditions Report - 1 Hard Copy**

- Technical Memorandum
- Opinion of Probable Construction Costs
- PDF of Deliverables

**2. Phase II (60%) - 1 Hard Copy**

- Plans
  - ✓ Key Sheet
  - ✓ Typical Sections
  - ✓ Notes
  - ✓ Details
  - ✓ Roadway Plans
  - ✓ Drainage Plans
- Estimate of Probable Construction Costs
- PDF of Deliverables

- ✓ Signalization Plans
- ✓ Signing & Marking
- ✓ Utility Adjustments
- ✓ Maintenance of Traffic
- ✓ Miscellaneous

**3. Phase III (90%) - 1 Hard Copy**




- Plans
- Technical Specifications and Bid Form
- Estimate of Probable Construction Costs
- PDF of Deliverables

**4. Final Plans - 2 Hard Copies**

- Plans
- Technical Specifications and Bid Form
- Estimate of Probable Construction Costs
- PDF of Deliverables (PDF of Wet Seal Plans)

\*Plan sheets will be prepared on 11x17 format sheets.

CITY OF ORLANDO  
CITYWIDE PEDESTRIAN TRAFFIC SIGNALS  
DESIGN SCHEDULE  
RQS18-0306

ID		Task Name	Duration	Start	Finish	September	October	November	December	January	February	March	April	May	June										
						9/9	9/23	10/7	10/21	11/4	11/18	12/2	12/16	12/30	1/13	1/27	2/10	2/24	3/10	3/24	4/7	4/21	5/5	5/19	6/2
0		CITY OF ORLANDO CITYWIDE PEDESTRIAN SIGNALS PROJECT	144 days	Tue 11/13/18	Fri 5/31/19																				
1		RECEIVE NOTICE TO PROCEED	0 days	Tue 11/13/18	Tue 11/13/18																				
2		BUILD SCHEDULE	10 days	Tue 11/13/18	Mon 11/26/18																				
3		P.E. BEGIN	0 days	Tue 11/13/18	Tue 11/13/18																				
4		PHASE II DESIGN PLANS	110 days	Tue 11/13/18	Mon 4/15/19																				
5		CONDUCT KICK-OFF MEETING	0 days	Mon 11/26/18	Mon 11/26/18																				
6		CONDUCT FIELD REVIEW AND PREPARE EXISTING CONDITIONS REPORT / HIERARCHY IMPROVEMENTS MATRIX	25 days	Tue 11/13/18	Mon 12/17/18																				
7		MEET WITH CITY TO GO OVER HIERARCHY OF IMPROVEMENTS	0 days	Mon 12/17/18	Mon 12/17/18																				
8		STAKEHOLDER MEETINGS	15 days	Tue 12/18/18	Mon 1/7/19																				
9		UTILITY DESIGNATION	20 days	Tue 11/20/18	Mon 12/17/18																				
10		DESIGN SURVEY	50 days	Tue 11/20/18	Mon 1/28/19																				
11		GEOTECHNICAL / REPORT	20 days	Tue 1/1/19	Mon 1/28/19																				
12		PREPARE PHASE II (60%) PLANS, ESTIMATES	20 days	Tue 1/8/19	Mon 2/4/19																				
13		SUBMIT PHASE II PLANS	0 days	Mon 2/4/19	Mon 2/4/19																				
14		CITY/FDOT (ERC) REVIEW	10 days	Tue 2/5/19	Mon 2/18/19																				
15		RESPOND TO ERC COMMENTS	5 days	Tue 2/19/19	Mon 2/25/19																				
16		PHASE II PLANS ACCEPTED	5 days	Tue 2/26/19	Mon 3/4/19																				
17		SUBMIT PERMIT EXEMPT LETTER TO WMD	0 days	Tue 3/5/19	Tue 3/5/19																				
18		UTILITY COORDINATION	30 days	Tue 3/5/19	Mon 4/15/19																				
19		PHASE III AND FINAL PLANS	34 days	Tue 4/16/19	Fri 5/31/19																				
20		PREPARE PHASE III (90%) PLANS, COST ESTIMATES	9 days	Tue 4/16/19	Fri 4/26/19																				
21		SUBMIT PHASE III PLANS, ESTIMATES, PRELIMINARY BID PACKAGE	0 days	Fri 4/26/19	Fri 4/26/19																				
22		UTILITES CLEAR MEMO	0 days	Fri 4/26/19	Fri 4/26/19																				
23		PROVIDE UTILITY WORK SCHEDULES (UWS)	0 days	Fri 4/26/19	Fri 4/26/19																				
24		PERMITS CLEAR MEMO	0 days	Fri 4/26/19	Fri 4/26/19																				
25		RAILROAD CLEAR MEMO	0 days	Fri 4/26/19	Fri 4/26/19																				
26		CONSTRUCTION DURATION CALCULATION	0 days	Fri 4/26/19	Fri 4/26/19																				
27		CITY/FDOT (ERC) REVIEW	10 days	Mon 4/29/19	Fri 5/10/19																				
28		RESPOND TO ERC COMMENTS	5 days	Mon 5/13/19	Fri 5/17/19																				
29		PHASE III PLANS ACCEPTED	5 days	Mon 5/20/19	Fri 5/24/19																				
30		ENVIRONMENTAL CERTIFICATION	0 days	Fri 5/24/19	Fri 5/24/19																				
31		PREPARE FINAL (100%) PLANS, ESTIMATES, FINAL BID PACKAGE	5 days	Mon 5/27/19	Fri 5/31/19																				
32		SUBMIT FINAL PLANS / PLANS COMPLETE	0 days	Fri 5/31/19	Fri 5/31/19																				

Project: CITY OF ORLANDO CITYWID PEDESTRIAN SIGNALS  
Date: Fri 10/12/18

Task

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Critical

Critical Split

Progress

Deadline

Page 1

**EXHIBIT II**

**Fees & Costs**

**CITY OF ORLANDO CITYWIDE  
PEDESTRIAN SIGNALS  
RQS18-0306  
TABLE NO. 1 FEE SUMMARY**

Task No.	Task Description	Staff Designations, Hours, & Average Hourly Rates							Total Hours	Total Fee
		Project Manager	Senior Engineer	Project Engineer	Engineer	Designer	Technician	Chief Designer		
		\$73.24	\$52.21	\$43.05	\$42.67	\$32.16	\$37.81	\$75.13		
	<b>DESIGN TASKS</b>									
1	Project General and Common Tasks	109	23	8	0	8	8	0	156	\$10,088.15
2	Roadway Analysis and Plans	51	41	83	208	249	183	16	831	\$34,453.51
3	Drainage Analysis and Plans	8	6	12	28	36	26	2	118	\$4,901.62
4	Utilities	0	0	0	0	0	0	0	0	\$0.00
5	Signing and Pavement Markings	8	6	13	32	38	27	4	128	\$5,367.74
6	Signalization	43	37	73	183	219	160	14	729	\$30,176.81
7	Design Survey / Utility Survey	0	0	0	0	0	0	0	0	\$0.00
8	Geotechnical Soils Investigation	0	0	0	0	0	0	0	0	\$0.00
	<b>POST DESIGN</b>									
9	Bidding Assistance/Limited Construction Administration	36	24	24	24	6	6	0	120	\$6,366.78
	<b>Subtotal Design Tasks</b>	<b>255</b>	<b>137</b>	<b>213</b>	<b>475</b>	<b>556</b>	<b>410</b>	<b>36</b>	<b>2,082</b>	<b>\$91,354.61</b>
		12.2%	6.6%	10.2%	22.8%	26.7%	19.7%	1.7%	100%	

<b>Direct Labor</b>		\$91,354.61
<b>Overhead</b>	160.46%	\$146,587.61
<b>Operating Margin</b>	29.00%	\$26,492.84
<b>FCCM</b>	0.381%	\$348.06
<b>Expenses</b>	7.86%	\$7,180.47
<b>Subtotal VHB</b>		<b>\$271,963.59</b>
<b>Subconsultants</b>		
Dewberry	(Survey)	\$203,259.42
Nadic	(Geotechnical)	\$18,706.49
WBQ	(Utility Coordination)	\$41,677.78
<b>Subtotal Subs</b>		<b>\$263,643.69</b>

<b>Total Fee</b>	<b>\$535,607.28</b>
------------------	---------------------



## Utility Coordination

### 1. Identify Utility Agencies/Owners

Identify all utilities within or adjacent to the project limits that could potentially be impacted by the project improvements. Obtain a Sunshine One Call Design Ticket to verify utility owners.

### 2. Contact Utility Agencies/Owners

Prepare and send a Utility Contact Letter, along with plans and template forms of a No Conflict Letter, No Facilities Letter and a Utility Work Schedule. The contact letter will request that each utility owner review the plans, and to mark and describe their existing facilities to remain, any facilities that will require relocation and facilities that will be taken out of service. Utility contacts will be made at the 60% and 90% document submittal phases.

### 3. Preliminary/Individual Utility Meetings

Conduct a preliminary meeting with all utilities to discuss the particulars of the project, the project schedule and potential impact the project improvements may have on existing utility facilities. Conduct individual meetings, as necessary, with specific utility owners to coordinate any relocations or adjustment of their facilities to accommodate the project improvements.

### 4. Collect and Review Plan Mark-ups from UAOs

Review plan mark-ups and other documents submitted by the utility owners to ensure they are complete. Coordinate any changes or corrections with the utility owners before including the information on the Utility Adjustment Plans.

### 5. Utility Design Meetings

Conduct a Utility Design Meeting with all utility owners and the project design team to discuss utility conflicts in detail. This meeting is to assist the utility owners to identify and resolve conflict before the completion of the plans to ensure the final documents address the resolution of all conflicts with the project improvements.

### 6. Review and Process Utility Work Schedules and Agreements

Coordinate and process all utility work schedules and agreements with utility owners and the City of Orlando to schedule and facilitate any relocation and/or adjustments to existing facilities to accommodate the project improvements.

### 7. Utility Coordination and Follow-up

Coordinate and follow-up with utility owners to interpret plan, assist them with completion of their work schedules and agreements and work with them individually to resolve potential conflicts. This task can include email correspondence, telephone calls and/or face-to-face meetings, and can apply to all phases of the project.

### 8. Utility Constructability Reviews

Review plans and utility work schedules submitted by the utility owners for compatibility and compare it to the overall construction schedule and project phasing to ensure any relocation/adjustment work can be completed without impacting the schedule.

### 9. Utility Certification and Close-out

Prepare a Utility Certification Letter with all utility work schedules and agreements attached certifying that all utility negotiations with utility owners have been completed and arrangements have been made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.



ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:Orlando Citywide Pedetrian Traffic Signals

County:Orange

FPN:437508-1-38-01

FAP No.:N/A

Consultant Name:WBQ Design & Engineering, Inc.

Consultant No.:enter consultants proj. number

Date:10/8/2018

Estimator:insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Sr. Utility Coordinator	Contract Administrator	Staff Classi- fication 4	Staff Classi- fication 5	Staff Classi- fication 6	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
		\$0.00	\$55.20	\$31.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	238	0	221	17	0	0	0	0	0	0	0	0	0	238	\$12,730	\$53.49
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	238	0	221	17	0	0	0	0	0	0	0	0	0	238		
Total Staff Cost		\$0.00	\$12,199.20	\$530.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,729.77	\$53.49

Check = \$12,729.77

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

SALARY RELATED COSTS:		\$12,729.77
OVERHEAD:	196%	\$24,900.70
OPERATING MARGIN:	28%	\$3,564.34
FCCM (Facilities Capital Cost Money):	0.23%	\$29.79
EXPENSES:	3.56%	\$453.18
SUBTOTAL ESTIMATED FEE:		\$41,677.78
Survey (Field)	0	\$0.00
Geotechnical Field and Lab Testing	4-man crew da	\$0.00
SUBTOTAL ESTIMATED FEE:		\$41,677.78
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$41,677.78

September 24, 2018

**VHB**

225 E. Robinson Street, Suite 300  
Landmark Center Two  
Orlando, FL 32801-4326

Attention: Mr. Juan Camacho, PE.  
Assistant Director of Traffic Operations

RE: Man hour and Fee Proposal for Geotechnical Engineering Services  
Orlando Citywide Pedestrian Traffic Signal Structures  
City of Orlando, Orange County, Florida  
FDOT LAP FM# 437508-1-38-01  
NADIC Project No. PQ.GEO.RE18028

Dear Mr. Camacho:

**NADIC** is pleased to submit this fee proposal to provide geotechnical engineering services for the above referenced proposed Orlando Citywide Pedestrian Traffic Signals, City of Orlando Orange County, Florida.

The geotechnical project approach presented herein briefly discusses our understanding of the project based on the information provided via your email dated August 8, 2018, including the Request for Qualification Statement for Re-Solicitation of Orlando Citywide Pedestrian Traffic Signals. We understand that there are seven (7) mast-arm signal to be relocated or located that require geotechnical evaluation.

**Geotechnical Project Approach**

Our services for this project will consist of providing geotechnical engineering services in general accordance with the Florida Department of Transportation (FDOT) "Soils and Foundation Manual" and within our understanding of the project.

The geotechnical evaluation will begin with a review of all available project information, including pervious geotechnical reports. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the City of Orlando. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

The field-testing program will include Standard Penetration Test (SPT) borings for the signal structures. **NADIC** will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM



**VHB**

September 24, 2018

Orlando Citywide Pedestrian Traffic Signal

NADIC Project No. PQ.GEO.RE18028

Page 2 of 3

Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, corrosion series and Atterberg limit testing.

**Field Testing Program**

We anticipate the testing program will generally consist of the following services:

1. Perform site reconnaissance and utility clearance coordination
2. Perform a total of seven (7) SPT borings to a depth of 25 feet each for mast – arm signal poles
3. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables.
4. Visually examine all recovered soil samples in the laboratory using the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples. The laboratory testing will include grain-size analyses, Atterberg limits, organic content, natural moisture content and corrosion series testing, as appropriate.
5. Prepare and submit a geotechnical report, including the results of field and laboratory tests, and engineering analysis and recommendations.

Final reports including geotechnical design parameters and recommendations will be submitted per the requirements of the Scope of Services. All borings will be plotted with MicroStation or AutoCad and/or Geopak formatted profiles, and a disk can be provided, as needed. Final reports will incorporate results of the geotechnical information provided by City of Orlando Public Works Department on preliminary report prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

**Schedule**

Our work can begin one day upon your notice to proceed and upon the surveyor establishing baseline of survey for boring layout. Generally utility clearance process takes up to three working days and may be longer if permit is required to perform soil exploration. Given the scope described herein and weather permitting, we can complete the field exploration within one day after utility clearance. We estimate laboratory testing and report preparation will take about six (6) days. Therefore, the report can be submitted within 15 working days after notification to proceed.

**Cost Estimate**

In accordance with the proposed scope of services, we estimate the total cost of our services **\$18,706.49.**

**VHB**

September 24, 2018

Orlando Citywide Pedestrian Traffic Signal

NADIC Project No. PQ.GEO.RE18028

Page 3 of 3

We sincerely appreciate the opportunity of submitting this proposal, and look forward to working with you, VHB and the City of Orlando Public Works Department. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**



Godwin N. Nnadi, Ph.D., P.E.  
Principal Engineer

GNN: PQ.GEO.RE18028 (Orlando Citywide Pedestrian Traffic Signals (Sept242018).pro

Attachment:

Attachment A: Geotechnical Computation - Field and Laboratory Cost  
FDOT Work Effort and Cost  
Staffhour Estimate

**NADIC**

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Orlando Citywide Pedestrian Traffic Signals  
 County: Orange  
 FPN: 437508-1-38-01  
 FAP No.: 1/0/1900

Consultant Name: VHB/Nadic  
 Consultant No.: PR.GEO.RD18028  
 Date: 8/31/2018  
 Estimator: Godwin Nnadi

Staff Classification	Total Staff Hours From "SH Summary -	Chief Engineer	Senior Engineer	Engineer	Engineer Intern	Cadd/Computer Tech	Sr. Engineering	Secretary/Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$59.21	\$52.08	\$28.94	\$25.28	\$24.42	\$22.91	\$16.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	80	8	15	24	9	11	11	2	0	0	0	0	0	80	\$2,731	\$34.14
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	80	8	15	24	9	11	11	2	0	0	0	0	0	80		
<b>Total Staff Cost</b>		\$473.68	\$781.20	\$694.56	\$227.52	\$268.62	\$252.01	\$33.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,731.03	\$34.14

Check = \$2,731.03

Notes:

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

SALARY RELATED COSTS:					\$2,731.03
OVERHEAD:		306.90%			\$8,381.53
OPERATING MARGIN:		16.00%			\$436.96
FCCM (Facilities Capital Cost Money):		1.96%			\$53.45
EXPENSES:		18.62%			\$508.52
SUBTOTAL ESTIMATED FEE:					\$12,111.49
Survey (Field)	0	4-person crew	\$ -	/ day	\$0.00
Geotechnical Field and Lab Testing - ATMS					\$6,595.00
SUBTOTAL ESTIMATED FEE:					\$18,706.49
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$18,706.49



## DESIGN SURVEY AND UNDERGROUND UTILITIES SCOPE OF SERVICES

### Design Survey

Vertical control will be established from the CITY's permanent benchmark network. An additional 15 benchmarks and control points will be set along said route using the datum as specified by the design. Vertical information will be provided utilizing NAVD 88. The horizontal datum will be North American Datum of 1988, 2011 Adjustment (NAD 83-2011) State Plane Coordinates, referenced to surrounding NGS control or other City of Orlando control points in the area. Control points will be tied using redundant RTK and/or fast-static observations and/or conventional ground traverse referenced to recovered control.

Topography will be obtained primarily using conventional ground survey performed using total stations and electronic data collectors. Above ground improvements, including trees, utility poles, edge of pavement, driveways (size and material of construction), sidewalks, fences, vegetation, significant improvements in the right-of-way, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data lying within 10 feet of the existing right of way line will be located. Each intersection will be surveyed in more detail due to needing more information to tie into the existing elements.

A master horizontal control file will be created to be utilized throughout the design. This map will provide the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. Right of way lines will be based on recovered monumentation of sections, property corners, and recorded plat block corners, and established for use by the design engineer. These right-of-way lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.

### Underground Utilities

#### Designates (ASCE Quality Level B)

Radar Tomography. The entire project limits will be scanned using a multi-channel, multi-frequency ground penetrating radar, supplemented by conventional electronic designating equipment. The data recorded (radar tomography) will be post-processed for extraction of subsurface features showing an approximate depth estimate where possible.

#### Locates - Subsurface Utility Explorations (SUE) (ASCE Quality Level A)

At specific locations, Dewberry will attempt to expose existing utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) Dewberry will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

Dewberry will perform a utility survey within the project limits to include all utility information gathered as per steps above. The coordinate system will be based on the project horizontal and vertical datum's described above. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

### Survey Deliverables

Dewberry will deliver to the Engineer of record, and the City of Orlando, a digital survey file in Microstation or AutoCAD format as directed consisting of the topographic survey, including DTM, utilities, and right of way linework for the limits of survey, and a Surveyor's Report (hard copy or digitally signed & sealed) for the project.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:ORLANDO CITYWIDE PEDESTRIAN TRAFFIC SIGNALS

County:Orange

FPN:427508-1

FAP No.:

Consultant Name: Dewberry

Consultant No.: enter consultants proj. number

Date: 10/29/2018

Estimator: W. Byrd

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Sr. PSM	PSM	Survey Tech.	Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.61	\$129.46	\$81.50	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	473	0	0	0	0	0	0	0	0	92	149	232	0	473	\$55,366	\$117.05
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	473	0	0	0	0	0	0	0	0	92	149	232	0	473		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,168.12	\$19,289.54	\$18,908.00	\$0.00		\$55,365.66	\$117.05

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

SALARY RELATED COSTS:		Check = \$55,365.66		
OVERHEAD:		0%		\$55,365.66
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:				\$55,365.66
Survey (Field)	84	4-person crew	\$ 1,760.64 / day	\$147,893.76
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$203,259.42
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$203,259.42

10/26/2018

PAGE 1

**DEWBERRY**  
**Orlando Citywide Pedestrian Traffic Signals**  
**Survey/SUE Crew and Office Support Rates**

INDIVIDUAL	%	LABOR	OVERHEAD MULTIPLIER 136.10%	OPERATING MARGIN 34.00%	FCCM 0.494%	EXPENSES 8.05%	TOTAL BILLABLE RATE
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**3-MAN CREW**

PARTY CHIEF - Average	100.0%	\$27.55	\$37.50	\$9.37	\$0.14	\$2.22	\$76.78
INSTRUMENT - Average	100.0%	\$20.46	\$27.85	\$6.96	\$0.10	\$1.65	\$57.02
RODMAN	100.0%	<u>\$15.48</u>	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
	Subtotal	\$63.49					
	Subtotal per day	\$507.92	TOTAL COST - PER HOUR				\$176.94
			TOTAL COST - PER DAY				\$1,415.52

**4-MAN CREW**

PARTY CHIEF - Average	100.0%	\$27.55	\$37.50	\$9.37	\$0.14	\$2.22	\$76.78
INSTRUMENT - Average	100.0%	\$20.46	\$27.85	\$6.96	\$0.10	\$1.65	\$57.02
RODMAN	100.0%	\$15.48	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
RODMAN	100.0%	<u>\$15.48</u>	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
Subtotal		\$78.97					
Subtotal per day		\$631.76	TOTAL COST - PER HOUR				\$220.08
TOTAL COST - PER DAY							\$1,760.64

**5-MAN CREW**

PARTY CHIEF - Average	100.0%	\$27.55	\$37.50	\$9.37	\$0.14	\$2.22	\$76.78
INSTRUMENT - Average	100.0%	\$20.46	\$27.85	\$6.96	\$0.10	\$1.65	\$57.02
RODMAN	100.0%	\$15.48	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
RODMAN	100.0%	\$15.48	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
RODMAN	100.0%	<u>\$15.48</u>	\$21.07	\$5.26	\$0.08	\$1.25	\$43.14
	Subtotal	\$94.45					
	Subtotal per day	\$755.60	TOTAL COST - PER HOUR				\$263.22
TOTAL COST - PER DAY							\$2,105.76

**SURVEY OFFICE SUPPORT**

	LABOR	OVERHEAD MULTIPLIER 136.10%	OPERATING MARGIN 34.00%	FCCM 0.494%	EXPENSES 8.05%	TOTAL BILLABLE RATE
Senior Surveyor Mapper	\$66.97	\$91.15	\$22.77	\$0.33	\$5.39	\$186.61
Surveyor & Mapper (PSM)	\$46.46	\$63.23	\$15.80	\$0.23	\$3.74	\$129.46
Survey/Utility Technician	\$29.25	\$39.81	\$9.95	\$0.14	\$2.35	\$81.50

**EXHIBIT III**

375-030-30  
PROCUREMENT  
05/14

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

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) and the City require 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 or the City 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 City or the Department, whichever is later.

Vanasse Hangen Brustlin, Inc.

By: David W. Mulholland

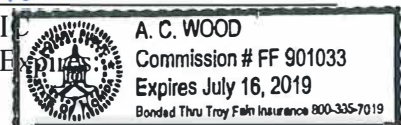
Date: Oct. 26, 2018

STATE OF FLORIDA }  
COUNTY OF Orange }

*PERSONALLY APPEARED* before me, the undersigned authority, David W. Mulholland, ☒ well known to me or ☐ who has produced as identification, and known by me to be the Southeast Regional Manager of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 26 day of October, 2018

A. C. Wood  
NOTARY PUBLIC  
My Commission Expires





**EXHIBIT IV****LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 1 of 3**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

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



LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 2 of 3

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

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
 For PROFESSIONAL SERVICES CONTRACTS

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

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

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

R. The Consultant hereby certifies that it has not:

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

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

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



Re-Solicitation of  
Orlando Citywide Pedestrian Traffic Signals  
FDOT LAP FM 437508-1-38-01

RQS18-0306

## EXHIBIT V

## EXHIBIT "C"

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

375-090-92  
PROCUREMENT  
11/15

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

Name of Consultant/Contractor: Vanasse Hangen Brustlin, Inc.

By: [Signature]

Date: June 6, 2018

Title: Managing Director, Orlando

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

Re-Solicitation of  
Orlando Citywide Pedestrian Traffic Signals  
FDOT LAP FM 437508-1-38-01

RQS18-0306

**EXHIBIT VI**  
**EXHIBIT "D"**

375-030-33  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES**  
**ON FEDERAL-AID CONTRACTS**  
**(Compliance with Appendix II to 2 CFR Part 200 and 49 CFR, Section 20.100)**

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: Vanasse Hangen Brustlin, Inc.

By:   
(Authorized Signature)

Date: June 6, 2018

Title: Managing Director, Orlando



**Re-Solicitation of  
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FDOT LAP FM 437508-1-38-01**

RQSI8-0306


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

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

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

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Yanase Hangen Brustlin, Inc.</u> <u>225 East Robinson Street, Suite 300</u> <u>Orlando, FL 32801</u> Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____		<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____		<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____
<b>11. 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>		Signature:  Print Name: <u>Paul Yeargain, PE, CFM</u> Title: <u>Managing Director, Orlando</u> Telephone No.: <u>407-839-4006</u> Date (mm/dd/yyyy): <u>June 6, 2018</u>
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

Re-Solicitation of  
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FDOT LAP FM 437508-1-38-01

RQS18-0306

## EXHIBIT VII

## Exhibit "E"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50  
PROCUREMENT  
GSC - 05/17

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RQS18-0306	Re-Solicitation of Orlando Citywide Pedestrian Traffic Signals	FM 437508-1-38-01

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

Printed Names	Signatures	Date
Paul Yeargain, PE, CFM		June 6, 2018

375-030-50  
PROCUREMENT  
OGC - 03/17

[illegible][illegible]