

RFP REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number & Title: 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
Description: Professional Engineering Services for the Kathleen Road widening project.
Receiving Period: Wednesday, January 21, 2026, prior to 2:00 p.m.
RFP Opening: Wednesday, January 21, 2026, 2:00 p.m.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Analyst, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, January 12, 2026, by 4:00 pm.**

RFP REGISTRATION

**FAX THIS FORM BACK IMMEDIATELY IF YOU ARE INTERESTED IN SUBMITTING FAX:
(863) 534-6789**

Carefully complete this form and e-mail or fax it to the Procurement Division. You should submit one form for each proposal that you are registering for. This will assist in receiving addendums for this RFP.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-421
RFP Title	Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
Due Date/Time:	January 21, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-421 Tab 1"

"RFP 25-421 Tab 2"

"RFP 25-421 Tab 3"

"RFP 25-421 Tab 4"

"RFP 25-421 Tab 5"

"RFP 25-421 Tab 6"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL 25-421
Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Sealed proposals will be received in the Procurement Division, **Wednesday, January 21, 2026, prior to 2:00p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/procurement/procurement-bids> It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, January 12, 2026, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
863-534-6757**

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for an alignment study and for final design services for a roadway project in Northwest Polk County (the “Project”) described as follows (see Exhibit A: Project Location Map):

A two-lane road beginning at the intersection of Kathleen Road at Duff Road NW and extending to the north to W. Socrum Loop Road. North of W. Socrum Loop Road, the road will be located west of Hancock Road and will intersect with Old Dade City Road. The road will then turn to the east, connects to Rockridge Road and continue along Rockridge Road. The road will intersect with US 98.

Polk County’s Selection Process for consultants’ services is in accordance with Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiations Act (“CCNA”). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the “Consultants’ Competitive Negotiation Act” (CCNA). Polk County’s Procurement Procedure’s Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

Only firms that are qualified pursuant to law and that have been prequalified by the Florida Department of Transportation (FDOT) to perform the following indicated types of work will be considered responsive.

Work Types:2.1 – Project Development and Environmental (PD&E) Studies

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

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

vendor until they have registered. You may register by going to the following link: <https://www.polk-county.net/procurement/vendor-registration>. Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future RFP's.

BACKGROUND/PURPOSE

Kathleen Road is a two-lane undivided north-south urban collector located to the northwest of Lakeland. The northern terminus of Kathleen Road is currently at West Socrum Loop Road. The corridor limits of this Project are from the intersection of Kathleen Road @ Duff Road to the intersection of US 98 @ Rockridge Road (approximately 4.7 miles).

Polk County has identified the widening and extension of Kathleen Road as a priority given the population and employment growth projected for the region surrounding Kathleen Road. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

The County has applied for and received a federal grant for this project (Task 1: Alignment Study).

SCOPE OF SERVICES

The following is a general outline of the expected work to be provided and is intended only as a guide. In addition, a sample scope of services is provided as Attachment 1, to serve the Consultant as a guide of the tasks and deliverables that will be expected as part of the Alignment Study. The specific tasks that make up the actual scope of work shall be determined as part of the Selection Process, Elevation Level 4, Contract Negotiations.

Task 1: Alignment Study

The selected Consultant shall conduct an Alignment Study for the widening of Kathleen Road, from Duff Road to West Socrum Loop Road.

The general objective is to develop conceptual design alignments, evaluate the alternative alignments to identify and recommend a preferred alignment considering costs and the traffic, physical, cultural, and environmental features of the project corridor, and prepare preliminary (15%) Line & Grade plans.

The Consultant shall use the same typical section of the segment of Kathleen Road from North Galloway Road to Duff Road (See Exhibit C: Typical Sections).

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

The selected Consultant shall develop an evaluation matrix considering, but not limited to the following parameters for the alignment shown as a yellow line on Exhibit A:

- Land Uses
- Archaeological, Historical and Cultural Resources
- Wetlands and Floodplains
- Traffic
- Geotechnical
- Pond siting locations
- Floral and Faunal Species
- Demographics/Environmental Justice
- Contamination and Hazardous Materials
- Utilities and Railroads
- Right of Way requirements and constraints
- Conceptual project costs, including design, land acquisition and construction costs.
- Any additional considerations that in the Consultant's judgment directly impact the selection of the preferred alignment.

The selected Consultant will develop a Corridor Alignment Report presenting the alternatives considered. The County's Corridor Alignment Report Review Checklist is also included as Exhibit B, to serve as a guide for the Consultant. During negotiations, the County shall provide specific guidance as to the information that will be required in the Corridor Report and project deliverables.

The Consultant shall exercise their independent professional judgement in performing their obligations and responsibilities under this Agreement. Roadway improvements shall be designed in accordance with the Florida Greenbook, FDOT Design Manual, FDOT Plans Preparation Manual, Manual of Uniform Traffic Control Devices, FDOT PD&E Manual, NEPA, FDOT LPM 525-010-300 and any other appropriate texts.

The number of days anticipated to complete Task 1 is 365 days after Notice to Proceed.

Exclusions

Services that are excluded from this RFP are Construction Engineering Inspection (CEI) services. A CEI firm will be selected by separate RFP at a later date.

Polk County Surveying staff may elect to perform all or some of the following tasks, depending on their workload at the time of project commencement:

- Topographic surveying
- Right-of-Way Mapping
- Preparation of sketches and legal descriptions for right-of-way acquisition

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Task 2: Design of Selected Alignment (fees to be negotiated based on recommended alignment)

The selected Consultant will provide professional engineering services which are required for the design and preparation of engineering reports and calculations, construction plans and cost estimates, permits, specifications and bid contract documents of the alternative recommended under Task 1. It is anticipated that the final design of the Project will be segmented into three phases. The limits of each phase are shown on the map that is included with the RFP. Typical tasks that may also be expected under Task 2 include, but are not limited to:

- Project management services, including contract administration, budget management, invoicing, monthly status reports, project scheduling, coordination with Roads & Drainage and subconsultants, and meetings.
- Support services during the bidding process such as answering technical questions about the plans and specifications.
- Post-design services such as reviewing shop drawings, responding to Requests for Information, post-construction services, including preparation of record drawings.
- Permitting services, including attendance at meetings, preparation of permit applications, and responses to requests for additional information (RAI's). It is anticipated that, at a minimum, approvals for the Project will be required from the SWFWMD, FDEP, Polk County Department of Health (DOH), Polk County Land Development Division, and Polk County Roads and Drainage Division.
- Bid phase services, including preparation of bid documents, attendance at the pre-bid meeting, preparation of bid addenda, preparation of a bid recommendation, and pre-award services.

A more detailed scope of services for Task 2, along with the corresponding compensation and fee schedule, shall be negotiated with the selected Consultant and set forth in a written amendment to the established agreement.

PROCUREMENT PROJECT SCHEDULE

- 12/3/25 - Solicitation Date
- 1/21/26 - Solicitation Opening
- 2/4/26 - First Committee Meeting
- 2/18/26 - Committee Scoring Meeting
- 3/4/26 - Committee Interviews
- 3/17/26 - Recommendation of Award to Board - Authorize Negotiations
- 3/17/26 to 4/16/26 - Negotiation Period
- 4/17/26 - Draft Contract to FDOT for Approval
- 5/5/26 - Contract approved by Board

*This is dependent on FDOTs review and approval times.

AGREEMENT

The term of this agreement is estimated to be for six (6) years. This term will cover design, right-of-way acquisition, and construction. The agreement will be in effect until the completion of construction. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

Services provided by the Consultant shall comply with all aspects of the County's Local Agency Program Agreement with the Florida Department of Transportation identified as FPN #452860-2-28.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, **one page equals a single sided page**. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) For purposes of identifying this project, please state the following at the top of your Executive Summary:
“Professional Engineering Services for Kathleen Road Widening project / FDOT # 452860-2-28”
- b) Company name, contact name, telephone number, and email address.
- c) Provide documentation showing proper incorporation by the Secretary of State.
- d) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055.
- e) Proposed responsible office for Consultant.
- f) Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE) and copy of DBE Certification.

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project. (Maximum of 1 page)
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

include any additional information not directly cited in the scope of services. (Maximum of 1 page)

- Briefly describe firm's quality assurance/quality control program. (Maximum of 1 page)
- Please include a project schedule beginning with field review and ending with final plans and specifications. The projected Notice to Proceed (NTP) date is May 5, 2026. (Maximum of 1 page)

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) projects performed within the past ten (10) years as the prime firm performing the engineering services for road widening projects of similar size and scope complexity. **(Limit response to one (1) page per project)**
 - For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a)Name and current position held by the person
 - b)Name, title and project assignment
 - c)Experience:
 - (1) Types of projects.
 - (2) Size of projects (dollar value of project).
 - (3) What were their specific project involvements?
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 – Interaction with County and Regulatory Agency Staff (10 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Roads and Drainage Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, SWFWMD and FDEP. **(Limit response to one (1) page)**

Tab 5 – Timely Completion of Projects (10 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

Tab 7 – Additional Forms and Documentation

Proposers should provide the following completed forms or documentation with their Proposal. Forms can be found at the end of this RFP.

- Affidavit Certification Immigration Laws
- Employment Eligibility Verification (E-Verify) Certification
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if applicable #375-030-034)

NOTE: FDOT forms are available at the following website:

<https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

RFP OPENING

Submitters may attend the RFP Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement’s website as soon as possible after opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 6) 10 points
- Subtotal Points 10 points

by the process stated under each corresponding Tab description as set forth on Pages 43-56.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Approach to Project (Tab 2) 35 Points
- Experience, Expertise, (Tab 3) 35 Points
- Personnel and Technical Resources
- Interaction w/ County & Regulatory (Tab 4) 10 points
- Agencies
- Timely Completion of Projects(Tab 5) 10 points
- Subtotal Points 90 points

by the following process:

- (1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):
The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

(2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

(3) A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

(4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

(5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

(6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer’s Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

- Ability of Personnel
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the highest-ranked Proposer. The ranking sheets and copies of the interviewed Proposers proposals will be sent to FDOT for review and approval of the highest-ranked Proposer. After FDOT approval and Board approval to authorize staff to negotiate a contract, said Proposer will then be elevated to Elevation Level 4 for contract negotiations.

In the event of a tie, proposals may be awarded to one of the proposers based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all of the provisions of the procurement ordinance.

- Availability or completion period;
- Service availability;
- Previous vendor record by the vendors on similar projects or requirements;

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Roads and Drainages, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to FDOT and the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Procurement Division will provide copy of the Agreement executed by the Successful Proposer to FDOT to review for Federal and FDOT compliance. If, after review, FDOT determines the Agreement is in compliance they will notify the Procurement Division and the Negotiation Committee shall recommend to the Board of County Commissions that it selects such Proposer to provide the services as outlined in the Agreement. If, after FDOT determines the Agreement is not in compliance they will notify the Procurement Division of changes that need to be made to the Agreement. The

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, and the State of Florida, Department of Transportation shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

- Admitted in Florida Yes
- Employer's Liability \$200,000
- All States Endorsement Statutory
- Voluntary Compensation Statutory

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>.

TITLE VI NONDISCRIMINATION POLICY STATEMENT – During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

origin or sex in the selection and retention of sub-Consultants, including procurements of materials 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.

3. Solicitations for sub Consultants, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential sub Consultant 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, or sex.
4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the Contract until the Consultant complies, or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
 - c. a determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this RFP.
6. Incorporation of Provisions: The Consultant shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Florida Department of

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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;
2. 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 of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. 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;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. 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);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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;

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer’s ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County’s website at <http://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

TRUTH IN NEGOTIATION

Pursuant to Section 287.055(5)(a), Florida Statutes, the agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost –plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the RFP Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A (e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

INVOICING AND PAYMENT: Invoices are paid in accordance with Florida Statutes 218.70 Chapter 218 "Local Government Prompt Payment Act". The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, Proposers Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670**

EMAIL: RMLO@POLK-COUNTY.NET

RECORD RETENTION: Records are to be retained by the County and the Vendor for a minimum of five (5) years from the date of final payment.

EVALUATION OF PERFORMANCE: The County project manager will complete a performance evaluation on the Successful Proposer upon completion of the scope of services described in this RFP.

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

TERMINATION: The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

1. Immediately discontinue all affected Services unless the notice directs otherwise, and
2. Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
3. Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.
4. The rights and remedies of the County provided are in addition and supplemental to any and all other rights and remedies provided by law or under this agreement.

CONFLICT OF INTEREST: In accordance with 2 CFR 200.112, 23 CFR 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Cooperation with the Inspector General: In accordance with F.S. 20.055(5) the Successful Proposer will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Advertisement: The project will be advertised for a minimum of 30 days. Solicitation information is available in The Ledger, Polk County's local newspaper, and all current solicitations are posted on the County's website at <https://www.polk-county.net/business/procurement/>. A notice will be posted in the Procurement Division as well.

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

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

The foregoing indemnification shall not constitute a waiver of the Department's or Polk County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify Polk County for the negligent acts or omissions of Polk County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: _____

DBA/Fictitious Name (if applicable):_

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH THE PROPOSAL.

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

- Sole Proprietorship Partnership Non-Profit Sub-Chapter
 Joint Venture Corporation LLC LLP
 Publicly Traded Employee Owned

State of Incorporation _____

The Successful proposer must complete and submit this section prior to award. The Successful proposer must invoice using the company name listed above.

**EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Hillsborough School District, City of Lakeland, Lake County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Engineering Services for X Project) (Engineering Services for X Project), Etc.
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.
5. The past client/owner must evaluate and complete the survey.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter the name of the Consultant being surveyed.
4. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6.
5. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Survey Questionnaire – Polk County

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

To: _____
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: _____

Email: _____

Subject: Past Performance Survey of:

(Project Name)
Consultant Name: _____
(Name of firm being surveyed)

Cost of Services: _____ Date Complete: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	

Printed Name of Evaluator Signature of Evaluator

Please fax or email the completed survey to: _____

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

VENDOR ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _

Signature Title Date

STATE OF: _
COUNTY OF: _

The foregoing instrument was signed and acknowledged before me this ____ day of

_____, 20___, by _____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the “Contractor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.
3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

LOCAL GOVERNMENT PROMPT PAYMENT ACT

218.70 Popular name.

218.71 Purpose and policy.

218.72 Definitions.

218.73 Timely payment for non-construction services.

218.735 Timely payment for purchases of construction services.

218.74 Procedures for calculation of payment due dates.

218.75 Mandatory interest.

218.76 Improper payment request or invoice; resolution of disputes.

218.77 Payment by federal funds.

218.78 Report of interest.

218.79 Repeal of conflicting laws.

218.80 Public Bid Disclosure Act.

218.70 Popular name.--This part may be cited as the "Local Government Prompt Payment Act."

History.--s. 4, ch. 89-297; s. 1, ch. 2005-230.

218.71 Purpose and policy.--

(1) The purpose of this part is:

(a) To provide for prompt payments by local governmental entities and their institutions and agencies.

(b) To provide for interest payments on late payments made by local governmental entities and their institutions and agencies.

(c) To provide for a dispute resolution process for payment of obligations.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

(2) It is the policy of this state that payment for all purchases by local governmental entities be made in a timely manner.

History.--s. 4, ch. 89-297.

218.72 Definitions.--As used in this part:

(1) "Proper invoice" means an invoice which conforms with all statutory requirements and with all requirements that have been specified by the local governmental entity to which the invoice is submitted.

(2) "Local governmental entity" means a county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

(3) "County" means a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

(4) "Municipality" means a municipality created pursuant to general or special law and metropolitan and consolidated governments as provided in s. 6(e) and (f), Art. VIII of the State Constitution.

(5) "Purchase" means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by a local governmental entity.

(6) "Vendor" means any person who sells goods or services, sells or leases personal property, or leases real property directly to a local governmental entity. The term includes any person who provides waste hauling services to residents or businesses located within the boundaries of a local government pursuant to a contract or local ordinance.

(7) "Construction services" means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

(8) "Payment request" means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the local governmental entity to which the payment request is submitted.

(9) "Agent" means project architect, project engineer, or any other agency or person acting on behalf of the local governmental entity.

(10) "Contractor" or "provider of construction services" means any person who contracts directly with a local governmental entity to provide construction services.

History.--s. 4, ch. 89-297; s. 1, ch. 95-331; s. 1, ch. 2001-169; s. 2, ch. 2005-230.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

218.73 Timely payment for non-construction services.--The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

- (1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
- (2) If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

History.--s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

218.735 Timely payment for purchases of construction services.--

- (1) The due date for payment for the purchase of construction services by a local governmental entity is determined as follows:
 - (a) If an agent must approve the payment request or invoice prior to the payment request or invoice being submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).
 - (b) If an agent need not approve the payment request or invoice which is submitted by the contractor, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).
- (2) The local governmental entity may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- (3) If a payment request or an invoice is rejected under subsection (2) and the contractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the local governmental entity, the corrected payment request or invoice must be paid or rejected on the later of:
 - (a) Ten business days after the date the corrected payment request or invoice is stamped as received as provided in s. 218.74(1); or

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

(b) If the governing body is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the governing body held after the corrected payment request or invoice is stamped as received as provided in s. 218.74(1).

(4) If a dispute between the local governmental entity and the contractor cannot be resolved by the procedure in subsection (3), the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract or in any applicable ordinance. In the absence of a prescribed procedure, the dispute must be resolved by the procedure specified in s. 218.76(2).

(5) If a local governmental entity disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely, in accordance with subsection (1).

(6) When a contractor receives payment from a local governmental entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. Nothing herein shall prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

(7)(a) Each contract for construction services between a local governmental entity and a contractor must provide for the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the local governmental entity. The contract must specify the process for the development of the list, including responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list, as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

(b) If the contract between the local governmental entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project,

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations provided in paragraph (a).

(c) The failure to include any corrective work or pending items not yet completed on the list developed pursuant to this subsection does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(d) Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

(e) All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(f) Warranty items may not affect the final payment of retainage as provided in this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(g) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(h) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b), as defined in the contract, within the time limitations provided in paragraph (a), the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. The local governmental entity need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the local governmental entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph (8)(f) applies.

(8)(a) With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

(b) After 50-percent completion of the construction services purchased pursuant to the contract, the local governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10 percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

(c) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

(d) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(e) This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(f) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

(g) The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

(h) Paragraphs (a)-(d) do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

(i) This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

(9) All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

History.--s. 3, ch. 95-331; s. 3, ch. 2001-169; s. 3, ch. 2005-230.

218.74 Procedures for calculation of payment due dates.--

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

History.--s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

218.75 Mandatory interest.--No contract between a local governmental entity and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under this part.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

History.--s. 4, ch. 89-297; s. 5, ch. 2001-169.

218.76 Improper payment request or invoice; resolution of disputes.--

(1) In any case in which an improper payment request or invoice is submitted by a vendor, the local governmental entity shall, within 10 days after the improper payment request or invoice is received by it, notify the vendor that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

(2) In the event a dispute occurs between a vendor and a local governmental entity concerning payment of a payment request or an invoice, such disagreement shall be finally determined by the local governmental entity as provided in this section. Each local governmental entity shall establish a dispute resolution procedure to be followed by the local governmental entity in cases of such disputes. Such procedure shall provide that proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the payment request or proper invoice was received by the local governmental entity and shall be concluded by final decision of the local governmental entity not later than 60 days after the date on which the payment request or proper invoice was received by the local governmental entity. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, then interest charges shall begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

(3) In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the nonprevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

History.--s. 4, ch. 89-297; s. 6, ch. 2001-169; s. 34, ch. 2002-1.

218.77 Payment by federal funds.--A local governmental entity which intends to pay for a purchase with federal funds shall not make such purchase without reasonable assurance that federal funds to cover the cost thereof will be received. Where payment or the time of payment is contingent on receipt of federal funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

History.--s. 4, ch. 89-297.

218.78 Report of interest.--If the total amount of interest paid during the preceding fiscal year exceeds \$250, each local governmental entity shall, during December of each year, report to the board of county commissioners or the municipal governing body the number of interest payments made by it during the preceding fiscal year and the total amount of such payments made under this part.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

History.--s. 4, ch. 89-297; s. 5, ch. 95-331.

218.79 Repeal of conflicting laws.--All laws and parts of laws in conflict with this part are repealed.

History.--s. 4, ch. 89-297.

218.80 Public Bid Disclosure Act.--

(1) This section may be cited as the "Public Bid Disclosure Act."

(2) It is the intent of the Legislature that a local governmental entity shall disclose all of the local governmental entity's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other request for proposal, unless such permits or fees are disclosed in the bidding documents or other request for proposal for the project at the time the project was let for bid. It is further the intent of the Legislature to prohibit local governments from halting construction to collect any undisclosed permits or fees which were not disclosed or included in the bidding documents or other request for proposal for the project at the time the project was let for bid.

(3) Bidding documents or other request for proposal issued for bids by a local governmental entity, or any public contract entered into between a local governmental entity and a contractor shall disclose each permit or fee which the contractor will have to pay before or during construction and shall include the dollar amount or the percentage method or the unit method of all permits or fees which may be required by the local government as a part of the contract. If the request for proposal does not require the response to include a final fixed price, the local governmental entity is not required to disclose any fees or assessments in the request for proposal. However, at least 10 days prior to requiring the contractor to submit a final fixed price for the project, the local governmental entity shall make the disclosures required in this section. Any of the local governmental entity's permits or fees which are not disclosed in the bidding documents, other request for proposal, or a contract between a local government and a contractor shall not be assessed or collected after the contract is let. No local government shall halt construction under any public contract or delay completion of the contract in order to collect any permits or fees which were not provided for or specified in the bidding documents, other request for proposal, or the contract.

(4) This section does not require disclosure in the bidding documents of any permits or fees imposed as a result of a change order or a modification to the contract. The local government shall disclose all permits or fees imposed as a result of a change order or a modification to the contract prior to the date the contractor is required to submit a price for the change order or modification.

History.--s. 1, ch. 93-76.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
1/24
Page 2 of 4

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

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- "The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."
- Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
1/24
Page 3 of 4

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

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

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

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

S. The Consultant hereby certifies that it has not:

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

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

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

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

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

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

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

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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

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

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

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

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

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
07/24
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
07/24
Page 2 of 2

DBE/AA Plans

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

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

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

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

|

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

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

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

Name of Consultant

By: _____

Date

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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

375-030-91
PROCUREMENT
09/24

Project Description(s):

Financial Project Number(s):

In accordance with State law:

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

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

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

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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

375-030-91
PROCUREMENT
09/24

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

<https://www.sbafla.com/governance/global-governance-mandates>

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

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

Procurement Office or Contracting Awarding Office:



Printed Name

Signature

Date:

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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

375-030-33
PROCUREMENT
01/24

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

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

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

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

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

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

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

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

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.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and _____(the “Consultant”), headquartered at _____ whose Federal Employer Identification Number is _____.

WHEREAS, the County requires certain professional engineering services for the Kathleen Road widening project; and,

WHEREAS, the County has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the required professional engineering services; and

WHEREAS, the Consultant remains agreeable to providing the County the required professional services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County, and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 25-421, to include all attachments and addenda, (ii) the Consultant’s responsive proposal, and (iii) Scope of Work thereto (collectively, (i), (ii), and (iii) are “RFP 25-421”), all of which are incorporated into this Agreement by this

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98 reference, attached as a composite Exhibit "A" and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for it providing the Services, the County shall pay the Consultant the not to exceed amount of _____ stated in Exhibit "A-III" Compensation, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.3 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all fee, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved,

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage shall be reimbursed in accordance with Florida Statutes, section 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Florida Statutes section 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.7 Consultant shall maintain a current inventory of all such assets.

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services, then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The Polk County, a political subdivision of the State of Florida, and the State of Florida, Department of Transportation shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County and the State of Florida, Department of Transportation. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. The County shall receive 30 days advance notice of non-renewal, cancellation, or material

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
change to any policy required under this agreement.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133,

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent,

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

representative, or employee of the County for any purpose, or in any manner, whatsoever.

The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Polk County Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880
Attention: Director

For Consultant: _____

Attention: _____

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98
those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98 shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

32.0 Local Agency program Federal-Aid Terms for Professional Services Contracts (See attached Appendix I).

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _ County OF _

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _(Date) by _(Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _(Date) _ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _ Commission Expiration Date .

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _ County OF _

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _(Date) by _(Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _(Date) _ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _ Commission Expiration Date .

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _ County OF _

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this_(Date) By _(Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _(Date) _ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _ Commission Expiration Date .

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _ County OF _

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this (Date) by (Name of acknowledging partner or agent) on behalf of a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this (Date) (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _ Commission Expiration Date .

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP __-__, _____

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

RFP 25-421, Professional Engineering Services for Kathleen Rd Widening and Extension from Duff Rd to HWY 98

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE

Attachment A

Approved:

Effective: June 24, 2019
Review: June 20, 2019
Office: Procurement
Topic No.: 375-030-002-I



Department of Transportation

ACQUISITION OF PROFESSIONAL SERVICES

AUTHORITY

Sections 20.23(3)(a) and 334.048(3) Florida Statutes (F.S.)

STATEMENT OF POLICY

This procedure defines the procurement of qualified professional architectural; engineering; landscape architectural; surveying and mapping; planning; and right of way services, otherwise known as professional services, in compliance with state and federal requirements. The details of implementation shall be provided in the ***Professional Services Procurement Manual***.

1. CONFLICT OF INTEREST

All Department staff that make decisions, approvals, disapprovals, or recommendations regarding the contract procurement are required to complete the ***Conflict of Interest /Confidentiality Certification Form, Form No. 375-030-50***, and attest to the absence of a conflict of interest on the project. The ***Conflict of Interest/Confidentiality Certification Form*** is required to be completed and signed by Technical Review Committee (TRC) members performing evaluations, technical advisors (Department and Consultant), the Professional Services Manager, and other Department staff directly involved in the contract acquisition process for every contract procurement. Selection Committee members are required to complete and sign the ***Conflict of Interest/Confidentiality Certification Form*** for every project Selection Committee meeting.

Department staff and Consultants shall adhere to eligibility restrictions as provided in ***Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts***. All Consultants used for preparation of environmental management documents for PD&E contracts shall complete and sign the ***Consultant Affirmation, Form No. 375-030-18***.

2. COMPETITIVE SELECTION PROCESS

For professional services procurements, the Department shall utilize a competitive qualifications-based selection (QBS) process. The Professional Services Unit (PSU) will publicly advertise, in accordance with Florida law, on each occasion when professional services are required and the fee is in excess of the threshold amount of Category Two, Section 287.017, F.S., except in the case of a valid public emergency declared by the Department Secretary. PSU shall maintain contract records documenting the professional services procurement process, in compliance with applicable state and federal laws. These records shall be maintained for 10 years, in accordance with General Records Schedule GS1-SL for State and Local Government Agencies.

Only Consultants qualified in accordance with Procedure No. 375-030-001, Professional Services Consultant Qualification, may respond to professional services solicitations (i.e., submit Letters in response to a professional services advertisement). Unless the selection method is final ranking directly from Letter submittals (as specified in the project advertisement), the selection process will include the following steps: public advertisement; prequalified Consultants submit Letters; longlist by Project Manager, Department designee, or TRC; shortlist recommendation by Project Manager, Department designee, or TRC to Selection Committee; shortlist of no less than three firms (where available) by Selection Committee; PSU issuance of Request for Proposals (RFP); written technical proposals/interviews/oral presentations submitted by the shortlisted Consultant firms; technical evaluation scoring by TRC; final selection (final ranking of no fewer than three firms) deemed to be the most highly qualified by the Selection Committee. Consultant availability may be considered as a tie breaker.

If fewer than three Consultants respond to the advertisement, the Department will extend the advertisement, if the contract schedule permits. Alternatively, the Department will review its list of Consultants prequalified for the advertised major work type(s) and select no fewer than ten (10) prequalified Consultants (or all prequalified Consultants if fewer than 10) deemed to be the most highly qualified, based on qualification information on file. The Department will then contact each of the selected Consultants and solicit LORs for the project. Consultants may be contacted via email notification sent to all firms qualified in the major work types. If only two qualified consultants respond to an advertisement from which one contract is to be awarded, the contracting agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition, and if due diligence is performed and documented to file as referenced herein, to attempt to solicit additional responses.

The minimum formal advertisement period will be 14 calendar days. For Federal-Aid Highway Program (FAHP) funded projects, federal approval must be obtained to shorten the advertisement period to less than 14 days. A scope of services or a project concept report will be provided with the advertisement. The advertisement shall specify requirements for submittals. Pursuant to **Section 287.055, F.S.**, and the **Federal**

Brooks Act, price shall not be an evaluation criterion during the advertisement and selection phase for professional services procurements.

Where multiple Consultants are needed for projects with similar requirements, one advertisement and one selection process may be used where practical. The advertisement for such projects will include a statement indicating the exact number of contracts intended to be awarded. Criteria for selection shall be included in the advertisement or RFP, as applicable.

3. EVALUATION CRITERIA FOR LONGLIST AND SHORTLIST RECOMMENDATIONS; AND FOR SELECTION COMMITTEE SHORTLISTING

The following factors will be considered by the Project Manager, Department designee, or TRC in developing the longlist and shortlist recommendations: a) Past performance evaluations; b) Staff capabilities; c) Local presence- The location of the Consultant in relation to the work to be performed, for projects where Consultant proximity to project location is pertinent and adds value to the quality and efficiency of the project (e.g., Construction Engineering Inspection (CEI) project). If a Consultant from outside the locality area indicates that it will satisfy the local presence criterion by establishing a local office, that commitment shall be considered to have satisfied the local presence criterion. However, local preferences, i.e., State or local requirements that limit competition, are not permissible; d) Any qualification restrictions; e) Availability of proposed Consultant personnel; f) Technical approach, innovation, and any other information contained in the Letter.

The Selection Committee will shortlist no less than three Consultants, if available. Where multiple contracts are being selected with one advertisement, at least two more Consultants than number of contracts being awarded will be shortlisted.

Factors to be considered by the Selection Committee when making the shortlist decision include but are not limited to: a) Past performance evaluations; b) Workload, as evidenced by the number of similar projects the Consultant is shortlisted on that have not had a final selection, as well as the residual fees remaining to be paid to the Consultants on active agreements; c) Balancing the needs of the project to the abilities of the Consultants; d) Consultant's working relationship/experience with the Department on previous projects; e) General and specific information used to longlist the Consultants; f) Proposed subconsultant teaming (also applicable for projects advertised with Disadvantaged Business Enterprise (DBE) and Small Business goals; and g) Detailed Consultant Analysis Report, where available.

Race or gender set-asides, preferences or quotas shall not be considered when making contracting decisions.

4. PREPARATION OF RFP

The RFP will be issued to shortlisted consultants, and should include information on project type, scope of services, submittal due dates, date for scope of services meeting (where applicable), estimated schedule for performance of the work (where applicable), standards, insurance requirements, reference to standard professional services agreement terms, schedule of events, final evaluation scoring criteria with relative weight, proposed method of compensation, consultant staff hour estimate proposal form (where applicable), required forms, etc. The RFP will specify that all subconsultants performing the standard types of work covered by **Chapter 14-75, F.A.C.**, must be technically prequalified with the Department or have an application for prequalification under review at the time that they are proposed.

The Department shall prepare an independent staff hour estimate which must be completed before proposals can be released to the Technical Review Committee.

5. REQUIRED FORMS AND NOTICES (INCLUDING FEDERAL FORMS)

Certification Forms to be included in the RFP: *Professional Services DBE or Small Business Commitment Form, Form No. 375-030-83* (for non-Fixed Capital Outlay projects), *MBE Planned Utilization Form, No. 375-040-24* (for state funded Fixed Capital Outlay projects), and *Truth in Negotiation Certification, Form No. 375-030-30*. The RFP should encourage use of DBE, Small Business, or Minority Business Enterprise firms. MBE shall be applicable for state funded contracts only.

Vendor Certification Regarding Scrutinized Companies Lists: *Vendor Certification Regarding Scrutinized Companies Lists, Form No. 375-030-60*, shall be required in the RFP for professional services contracts.

Federal Certification Forms: If the project is anticipated to include federal funds, a *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, No. 375-030-32* as required by **49 CFR, Section 29**; and *Certification for Disclosure of Lobbying Activities, Form No. 375-030-33* and *Disclosure of Lobbying Activities, Form No. 375-030-34* as required by **49 CFR, Section 20** will be included in the RFP and are required to be submitted with the proposal.

Conflict of Interest/Confidentiality Certification No. 375-030-50 shall be completed in accordance with Section 2.0 referenced above, and in accordance with the instances noted in the form.

Notice of Restrictions: For all contracts, the advertisement shall include notice that persons or entities convicted of public entity crimes may not submit bids or transact business with state agencies.

6. ABBREVIATED TECHNICAL PROPOSALS, INTERVIEWS, AND/OR ORAL PRESENTATIONS

The RFP will indicate whether abbreviated technical proposals, interviews, and/or oral presentations will be required from the shortlisted Consultants, and the evaluation criteria will be included in the RFP. The following considerations may be used in establishing evaluation criteria: a) Awareness of Project Issues; b) Proposed Approach to Project; c) Proposed Project Staffing; and d) Other Considerations, such as communication ability, use of specialized equipment, commitment to satisfy the Department's needs, past performance on similar projects, etc.

The TRC will consider the staff hour estimates during the evaluation of the Consultants only in terms of understanding of the scope.

7. COMPETITIVE SELECTION FROM EXPANDED LETTERS OF RESPONSE (ELOR)

The selection from letters process will occur using either of the following variations:

- (A) Final ranking is developed directly from responsive Expanded LORs submitted by Consultants in response to an advertisement. The TRC will independently evaluate and score all the responsive Expanded LORs, using the evaluation criteria and weightings published in the contract advertisement. The Selection Committee will review the TRC's recommendations and final rank, in order of preference, no fewer than three Consultants (where available).
- (B) The Project Manager, Department designee, or TRC shall longlist the responsive Expanded LORs, and shall recommend no less than three Consultants to be shortlisted for the project (where available), using the longlist/shortlist recommendation factors provided in Section 4. The Expanded LORs for the shortlisted Consultants are then independently scored by the TRC using the evaluation criteria published in the contract advertisement. The Selection Committee shall review the TRC's recommendations and final rank, in order of preference, no fewer than three Consultants (where available).

The Department's independent staff hour estimated must be completed prior to release of the Consultants' staff hour estimate, except where not applicable for task assignment type contracts. For task assignment type contracts, detailed scope of services and staff hour estimate are required at the time of each assignment.

8. NEGOTIATING CONTRACT FEES

After final ranking, negotiations will begin with the number one ranked Consultant. At that time, the Consultant will be requested to submit a detailed staff hour estimate and Fee Proposal with support information to the Department. Staff hour estimates for PD&E, roadway and bridge design projects must be submitted in the staff hour

estimating spread sheet provided by the Department. The proposed costs must be submitted in the ***Automated Fee Proposal (AFP) Spreadsheet***. Contract negotiations shall be conducted in accordance with the ***FDOT Negotiation Handbook***, available on the Procurement Internet site.

PSU shall perform a detailed cost analysis of all firms (prime, subconsultants, subcontractors, and sub-vendors) on a professional services contract, to ensure the proposed compensation costs are fair, competitive, reasonable, accurate and allowable, pursuant to 23 CFR 172.7, and 2 CFR 200.333. Compensation means the amount paid by the Agency.

Arbitrary or across the board limitations on direct salary/wage rates which do not consider the factors prescribed in the ***Federal Acquisition Regulation (FAR)*** cost principles are contrary to the requirements of the ***Federal Brooks Act, 40 U.S.C. 1104(a)***, which requires fair and reasonable compensation considering the scope, complexity, professional nature, and value of the services to be rendered, as required in ***23 U.S.C. 112(b)(2)***. Additionally, if limitations or benchmarks on direct salary rates and total compensation are too low, they may limit the number of Consultants and the qualifications of the Consultants who submit proposals to perform work on projects. Furthermore, direct labor limitations or benchmarks not supported by the FAR cost principles create associated disallowed indirect costs which effectively limits the calculated indirect cost rate, contrary to ***23 U.S.C. 112(b)(2)(D)*** and ***23 CFR 172.11(b)(1)***. Arbitrary reduction or capping of indirect cost rates is not permitted under Federal laws and regulations.

8.1 OPERATING MARGIN

The operating margin which is paid in a Consultant contract does not represent net profit to the Consultant. Operating margin is intended to compensate the Consultant for normal business expenses that are excluded from allowable overhead by Federal Regulation (e.g., interest, advertising, unrecovered direct costs, etc.). These legitimate costs cannot be recovered on Department contracts except through operating margin. Operating margin compensates the Consultant with a reasonable fee.

Operating margin in Department contracts is calculated as a percentage of direct salaries. The percentage is negotiated within a range of 12 to 42%. For federal-aid contracts, operating margin may not exceed 15% of the total direct labor plus indirect costs of the contract. This equates to the upper range of 42 percent operating margin calculated as a percentage of direct salaries only. The operating margin is negotiated based on project complexity, degree of risk assumed by the Consultant, project schedule, and Consultant cost controls.

The Operating Margin Guidelines table in the ***Negotiation Handbook*** on the Procurement Internet site provides guidelines on how these factors shall be weighted and considered.

For contracts of longer duration, the Department shall allow a Contract Duration Adjustment Factor (CDAF) to be applied as a multiplier to direct labor. CDAF is defined as an economic price adjustment, necessitated by instability of labor costs for an extended period of contract performance.

8.2 EXPENSES

Direct project expenses will be compensated using the direct expense rate which is required as a part of annual overhead audits.

8.3 ESTABLISHING THE METHOD OF COMPENSATION

The method of compensation to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. Compensation for professional services agreements will involve one or more of the following methods:

LUMP SUM: A firm fixed price not subject to adjustment due to the actual cost experience of the Consultant in the performance of the contract.

COST REIMBURSEMENT: The Consultant is reimbursed the actual costs incurred in the performance of the contract. FHWA only participates in cost reimbursement contracts in which the Consultant's operating margin is a lump sum or "fixed fee." In such instances, partially loaded hourly rates paid in conjunction with fixed fee shall exclude compensation for operating margin.

COST PER UNIT OF WORK: A negotiated unit rate for a repetitive task or deliverable product is established and paid for each unit produced.

SPECIFIC RATES OF COMPENSATION: Billing rates are established for units of time, usually per hour. These rates normally include wages, overhead, estimated expenses and operating margin. The Department has received approval from FHWA to use fixed hourly rates method of payment for professional services task assignment contracts, such as district-wide miscellaneous minor professional services contracts, continuing contracts, groupings, and also maximum limiting amount/cost reimbursement contracts. Only design contracts are excluded from use of this payment method for basic services, on federal-aid contracts. The Department shall utilize the lump sum method of payment for basic design services, where appropriate and where the level of effort and scope can be reasonably determined.

PSU is responsible for converting Consultant rate information into fixed hourly rates. In accordance with 23 USC 112; and 23 CFR 172.11(d), cost and rate data (audit information) shall be confidential and shall not be accessible or provided, in whole or in part, to another individual, firm, or to any government agency which is not part of the group of agencies sharing cost data, except by written permission of the audited firm.

COST PLUS PERCENTAGE OF COST: The cost-plus percentage of cost payment method shall not be used on federal-aid eligible contracts.

8.4 NEGOTIATION PROCESS

Compensation will be negotiated within the limits established by state and federal law, whichever is more restrictive. The negotiated compensation will be in an amount the Department determines is fair, competitive, and reasonable considering the scope and complexity of the project.

Should the Department be unable to resolve differences in the considered data or negotiate a fair and reasonable fee for the services as determined by the Department, the Department will terminate negotiations with the first ranked Consultant and provide written notice of termination to the Consultant. The Department will then initiate negotiations with the Consultant previously ranked second by the Selection Committee. Should the Department be unable to negotiate an agreement with the second ranked Consultant, the aforementioned process will be initiated with the third ranked Consultant.

9. THE AGREEMENT

Once a fair and reasonable fee is negotiated between the Department and the Consultant, the agreement shall be written. The contractual agreement with the Consultant will generally consist of: the **Standard Professional Services Agreement, Form No. 375-030-12**; Exhibit "A" - Scope of Services, Exhibit "B" - Method of Compensation, and other applicable attachments.

10. VENDOR ELIGIBILITY CHECK

Public entities may not contract with firms that have been excluded from participating in the public contracting process. Before awarding a contract, a check will be performed of the Department of Management Services (DMS) Convicted/Suspended/Discriminatory/Federal Excluded Parties/Complaints/Scrutinized Companies Vendor Lists. Additionally, federal law requires a check of the Federal Excluded Parties List (EPL) for businesses that have been debarred, suspended, or otherwise excluded from federally funded contracts. PSU shall complete and sign the **Vendor Eligibility Check Prior to Contract Award, Form No. 375-030-91** for each contract, checking for vendor eligibility to contract with the Department.

11. SPECIAL REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

Consultant contracts are eligible for federal-aid participation where federal requirements are followed, and costs may be allocable to a particular federal-aid project. This section prescribes requirements necessary for conformance with 23 U.S.C. 112(b)(2)- Contracting for Engineering and Design Services; 23 CFR 172- Procurement,

Management, and Administration of Engineering and Design Related Services; and the process which will be followed when federal funds are to be requested.

In fulfillment of federal regulations, Central Office Procurement shall be responsible for maintaining **Topic No. 375-030-002, Professional Services Procurement Manual**, which constitutes the standard operating requirements, instructions and processes for professional services contract procurement.

12. OVERSIGHT CLASSIFICATION

12.1 PROJECTS OF DIVISION INTEREST (PoDI)

The Projects of Division Interest (PoDI) are those projects that have an identified elevated risk, contain elements of higher risk, or present a meaningful opportunity for FHWA involvement to enhance meeting program or project objectives. Project selection for PoDI is completed for each performance year (June 1 to May 31) and stewardship and oversight activities are directed toward addressing identified risks. Identification of these projects allows Federal Highway Divisions to concentrate resources on project phases or areas that add the most value to the Division. PoDI projects could include projects either on or off the National Highway System. PoDIs may also be either State DOT administered projects or LAP-administered projects.

FHWA provides Central Office Procurement with a copy of the PoDI list, which includes all PoDIs and the activities that will be conducted as part of the focus oversight. The plan identifies which projects may include oversight in the consultant program area.

For the aforementioned FHWA PoDI projects, the District Project Manager should consult with the appropriate FHWA Transportation Engineer, or Technical Specialists, to discuss the PoDI plan activities pertaining to the Consultant Program Area. As a minimum, a draft scope of services, in-house cost estimate, and RFP (when applicable) will be reviewed. A cost estimate for this purpose will be completed using in-house staff hour estimates prepared by the Project Manager. Concurrent with submittal of the final cost estimate and draft contract to FHWA, a funding request will be made through the District Federal-Aid Coordinator. The professional services acquisition process may proceed up through contract execution prior to receipt of the FHWA Electronic Signature Authorization/Modification Document, but a notice to proceed will not be issued until approval is received from FHWA. Approval for oversight contracts shall be maintained by PSU in the electronic contract file.

FHWA reviews and approves all Consultant contracts where a Consultant performs in a management support role. Management support role means performing engineering management services or program or project administration role on behalf of the Department.

12.2 OVERSIGHT OF PLANNING CONTRACTS

The State Planning and Research (SPR) is the work program outlining use of federal Highway Planning (HP) funds for each fiscal year. The SPR is coordinated through the Department's Office of Policy Planning (OPP) and is submitted by OPP to FHWA for approval for the upcoming fiscal year, by June 15th. Amendments to the SPR may be submitted throughout the fiscal year. Please refer to the [SPR and FHWA Reviews SharePoint](#) for additional information.

Scopes of work do not need to be submitted by OPP's SPR Coordinator to FHWA for additional review unless specifically identified in the SPR Work Program Approval letter. If the scope of work changes from the activity described in the SPR Work Program spreadsheet, then an additional SPR Amendment will be required from OPP's SPR Coordinator prior to authorizing federal funds. The updated task description will be sent with the SPR Amendment for FHWA review. As long as the activity provides the details outlined in the draft consultant procedures, no further FHWA review of the scope is necessary.

Prior to beginning procurement of a planning contract, the Project Manager must determine if HP funds will be or may be used for the proposed scope of services. If HP funds will be or may be used, then the Project Manager must ensure that the scope of services complies with allowable activities described in federal code 23 U.S.C. 134 Metropolitan Transportation Planning; 23 U.S.C.135 Statewide and Nonmetropolitan Transportation Planning, and 23 U.S.C. 420 Planning and Research Program Administration.

For project-specific contracts utilizing HP funds:

The Project Manager must ensure that the project is eligible for HP funding, included in the Approved SPR, and consistent with the project's Activity Description, Financial Project, and funding amount.

The Project Manager must then request Department approval of the scope of services by uploading the draft scope of services to the [SPR and FHWA Reviews SharePoint](#) site, for review by Strategic Development Finance and Administrative Services Team. As part of the review, additional instructions regarding submittal of the scope of services to the FHWA Transportation Planning Specialist may be provided, as applicable.

Strategic Development Finance and Administrative Services Team will provide an internal reference number. The internal reference number shall be maintained by the PSU in the contract electronic file.

After approval for eligibility and consistency with the SPR, the Project Manager may route the draft scope of services to PSU for advertisement. No additional reviews of the contract scope will be performed by FHWA prior to contract execution.

For task assignment contracts that are anticipated to utilize HP funds:

The Project Manager must request approval of the task assignment contract scope of services by uploading the draft scope of services to the Department's [SPR and FHWA Reviews SharePoint](#) site, for review by the Strategic Development Finance and Administrative Services Team. As part of the review, additional instructions regarding submittal of the scope of services to the FHWA Transportation Planning Specialist may be provided, as applicable.

Once the contract draft scope is approved, Strategic Development Finance and Administrative Services Team will provide a confirmation email. After approval of the contract scope for eligibility and consistency with the SPR, the Project Manager may route the draft scope of services to PSU for advertisement.

Prior to issuance of individual task work orders involving HP funds, the Project Manager must ensure the task work order scope aligns with the project's Activity Description, Financial Project, and funding amount in the approved SPR Work Program.

The Project Manager must then request approval of the task work order and cost estimate through the Department's [Strategic Development Task Work Order Reviews SharePoint](#) site. This applies to all task work orders using HP funds, whether the tasks are issued by Central Office or the District.

Strategic Development Finance and Administrative Services Team will provide an internal reference number for the task work order. The internal reference number must be noted in the Project Manager's contract file and provided to the Federal Aid Management Office in the Office of Work Program and Budget. Approval must be received prior to encumbrance of funds and execution of the task work order.

After approval for consistency with the SPR, the Project Manager must route the task work order following their internal routing procedures as appropriate.

Federally funded planning contracts (including planning task assignment type contracts) are subject to a five-year term, \$5 million budgetary ceiling.

12.3 OVERSIGHT DELEGATED TO THE DEPARTMENT

Responsibilities for oversight are assumed by the Department for FHWA projects classified below:

- (A) Miscellaneous minor professional services contracts (also known as district-wides);
- (B) Other federally funded task assignment contracts (non-districtwides & non-planning). This would include groupings of professional service assignments for substantially similar activities, and continuing contracts for professional services;

- (C) Project specific contracts, unless those identified for oversight of consultant procurement;
- (D) Right of way acquisition projects;
- (E) Planning contracts implementing tasks which have sufficient detail described in the UPWP or SPR Work Program.

The cost/time limitations for federally-funded miscellaneous minor professional services contracts (also known as District-wides) shall be a \$1.5 million overall contract limit, \$300,000 per task assignment, and contract term of five years. No new task assignments on District-wides will be started after the five year term ends, with the exception of post design work/plans update, which would not be federally funded after the five year contract period. FHWA approval is not required to extend contracts beyond five years to complete task assignments previously authorized before the end of the five year limit. Proper justification for the extension must be kept on project file.

Other federally funded task assignment contracts are subject to the contract term limit of five years, and \$5 million budgetary ceiling. This includes groupings of professional service assignments for substantially similar activities, and continuing contracts for professional services. No new task assignments will be started after the five year term ends (with the exception of post design work/plans update, which would not be federally funded after the five year contract period). FHWA approval will not be required to extend contracts beyond five years to complete task assignments previously authorized before the five year limit. Proper justification for the extension must be kept on project file.

Project specific contracts are not subject to time or monetary thresholds.

Due to the recurring nature of the services, and in order to promote contract turnover and ensure open competition, bridge inspection contracts will be subject to a five year limit and \$5 million budgetary ceiling. This guidance does not apply to bridge inspections performed on asset maintenance contracts, which are not professional services.

Project specific contracts, where work is done as task assignments in order to facilitate design & post-design phase closure are not subject to the five year limit or any monetary thresholds.

For the aforementioned delegated contracts only, the Department provides an electronic copy of executed professional services contracts to FHWA.

On federally funded projects, Notice to Proceed (NTP) or authorization to start work must not be delivered to the consultant until the Department receives federal authorization of the contract. Copies of this authorization must be provided to the PSU, and the Office of the Comptroller.

The Consultant must not commence work without an executed contract and funds approval in place.

12.4 CEI AND DESIGN CONTINUING CONTRACTS USED BY LOCAL AGENCY PROGRAM (LAP)

Districts may establish a dedicated continuing services task work order driven contract to be utilized exclusively for delivery of LAP projects, for CEI and Design. Contracts shall be procured by the District. Task work orders shall be issued for individual LAP projects, by the Department's Project Manager. The Department's Project Manager shall be responsible for maintaining the contract budget, ensuring task work orders amendments are timely and appropriately issued, approval and payment of invoices, and contract and task work order oversight. The local agencies shall be responsible for developing the task work order scope, and cost estimate, and shall be in responsible charge of the task services. The task work orders shall be administered in accordance with ***Procedure No. 525-010-300, Local Agency Program Manual***. Continuing contracts for delivery of LAP projects must comply with Department Conflict of Interest policies.

12.5 FHWA MONITORING

FHWA will perform independent process reviews to evaluate the program. In accordance with federal requirements, and ***Procedure No. 700-000-005, FHWA-FDOT Stewardship and Oversight Agreement***, FHWA is required to approve the procedures to hire consultants using federal-aid funding. The approved procedures are required to be followed for both PoDI and state delegated federal-aid projects.

In support of this requirement, Central Office Procurement shall be responsible for a Quality Assurance Review (QAR) of a statistical sampling of professional services contracts, on a two-year cycle. An annual summary report of the QARs performed, including findings, will be submitted to FHWA with an action plan on how to correct any deficiencies noted. Representatives from FHWA shall be invited to all scheduled QARs with sufficient advance notice, to validate the FDOT QAR process.

13. EMERGENCY CONTRACTS

Whenever there is an emergency declaration for a project for which FHWA funds are to be requested, FHWA will be notified immediately by the PSU that the Department intends to deviate from its normal selection process. FHWA will be provided a copy of the emergency declaration and the preliminary scope of services. FHWA's prior approval will be required for FHWA financial participation. Emergency procurements of professional services must be performed in accordance with Department ***Procedure No. 375-040-130, Emergency Procurement During Governor Declared Emergencies***.

14. EXEMPT CONTRACTS

Purchases of professional services for a project where the basic construction cost is estimated to be less than the threshold amount of Category Five (\$325,000) as referenced in s. 287.017, F.S., are exempt from competition. For federal-aid projects, the additional limiting constraint is that the contract fee may not exceed the simplified acquisition threshold of \$150,000 established in 48 CFR 2.101.

Contracts involving studies or activities not associated with a construction project are exempt from competition where the total professional services fee is less than Category Two threshold (\$35,000).

For work under the referenced thresholds, at least three qualified Consultants should be considered, ranked in order of preference, and negotiations initiated with the number one ranked Consultant. If this process is not followed, the contract file will be documented as to the reasons for the selection.

15. PERFORMANCE EVALUATIONS

For professional services contracts, the Department procedure for performance evaluation, ***Procedure No. 375-030-007, Professional Services Consultant Work Performance Evaluation***, will be followed.

TRAINING

Training on this procedure will be included in periodic Project Manager and professional services training programs.

FORMS

A list of forms related to this procedure can found in the ***Professional Services Procurement Manual***

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

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

VERSIONS

- TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

- SELECTION COMMITTEE

- PUBLIC OFFICERS / EMPLOYEES

- TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

- CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

- CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS


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

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

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

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

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

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

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

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

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

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

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

Technical Review Committee Members:

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

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

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

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

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

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

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

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

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

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

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

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

Selection Committee Members:

Date: _____

Printed Names

Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

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

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

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

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

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

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

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

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

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

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

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

Exhibit A: Project Location Map



Corridor Alignment Report REVIEW CHECKLIST

This review checklist outlines general items that Polk County Transportation Engineering expects to find in a Corridor Alignment Report.
NOTE: Corridor Alignment Reports will vary in the amount of detail and content depending on the nature of the project

Project Name:	_____
Project Limits:	_____
Project Number:	_____
County Project Manager:	_____
Consultant Name/Firm:	_____
Report Received:	_____ (MM/DD/YR)
Comments Due:	_____ (MM/DD/YR)

General Items Throughout Report:	Included	NA	Comments
Name of project and data of report is consistent throughout report (OK to abbreviate name in Introduction for use throughout report).			
Project support documents and published documents should be formally referenced.			
Include acronyms at first use of full word such as FDOT, FHWA, USFWS, etc. From then on, only use acronym in report			
Table of Contents should closely match outline (BELOW)			
Dates of significant events should be stated. If events occurred in the past, events should be described in past tense			
Make clear conclusions and recommendations.			
Consider dividers between chapters for ease of reference.			
Cover Page	Included	NA	Comments
On the cover page include (in order) report name, project name (including road number) with limits and County location, Polk County Project numbers, prepared with Polk County name and address, County logo, month and year. If applicable, a project logo or aerial photograph can be inserted on the cover. No consultant logos should be included on the cover.			
Project Numbers listed on Cover and consistent through report.			
Engineer's certification/date/signature line is provided for sign and seal. Professional Engineer's Seal should be FBPE approved seal per Rule 61G15-23.001, F.A.C.			
The title page is identical to the cover page except add the organization that the report was prepared by.			
Section 1: SUMMARY	Included	NA	Comments
Executive Summary: Consider summarizing only the Recommended Alternative in this section with a matrix for the Recommended Alignment that includes total costs and impacts for the project.			
Ensure commitments and recommendations are consistent with other documents where they may also appear.			
Section 2: INTRODUCTION	Included	NA	Comments
Introduction/Project Description to include overall length of project and study segments, functional classification, bridge number(s), referenced funding source(s) for the project, and design year.			

Major features in Project Description (i.e. segment breaks, crossroads, water bodies, etc.) should be evident on Project Location Map.			
Section 3: NEED FOR IMPROVEMENT	Included	NA	Comments
Note specific consistencies with Comprehensive Plan (truck routes, evacuation routes).			
Note significance of safety issues (high crash locations, etc.).			
State if Design Year traffic projections lead to LOS deficiencies, supporting the need for improvements.			
Section 4: EXISTING CONDITIONS	Included	NA	Comments
Note functional classification, current access classification. Also note if evacuation route, truck route, or bike route.			
Refer to coordination with other agencies and note dated concurrence letter, if one has been received.			
Refer to Potential Contamination, as opposed to known contamination. Hazardous our Petroleum? Ranked high, medium, low, or no?			
Note if project is within any environmental conservation area(s)			
Address observed and potentially occurring protected species.			
Under drainage or floodplain, note any existing flooding issues.			
Section 5: DESIGN CONTROLS & STANDARDS	Included	NA	Comments
Explain LOS Standard/Criteria.			
Include structural design criteria if appropriate.			
Note clearance over navigable water if applicable.			
Address proposed Access Classification standards.			
Show all applicable criteria in a Table format.			
Section 6: TRAFFIC	Included	NA	Comments
Explain LOS Standard/Criteria and Source (Comp Plan).			
Explain traffic methodology. Document how K and D factors were developed.			
Section 7: ALTERNATIVE ALIGNMENT ANALYSIS	Included	NA	Comments
Explain "No-Build" Alternative will remain under consideration throughout the alternative and evaluation process. If the "Build" project is included in the Polk County LRTP, state a <u>disadvantage</u> of the No-Build is its <u>inconsistency</u> with LRTP.			
Draw conclusion that new corridor is not feasible (if widening). Address viability of parallel facilities			
Indicate the fiscal year of the costs (i.e. current year dollars). Explain what additional costs are included or excluded (i.e. landscaping, ponds, utility relocation, mitigation, highway lighting, etc.)			
Address whether ROW and Construction cost estimates include Stormwater Management Facilities.			
Justify selection of "Recommended" Alternative with sound reasoning.			
State if Design Variations or Exceptions are required. Note benefits.			
Section 8: PRELIMINARY DESIGN ANALYSIS (THIS SECTION TO BE COMPLETED AFTER PUBLIC MEETING)	Included	NA	Comments
Summarize comments received at the Public Meeting.			

Refer to coordination with any other agencies (FDOT, SWFWMD, etc.) and note dated concurrence letter, if received.			
CONCEPT PLANS	Included	NA	Comments
Concept Alternative is clearly identified (Alt 1, Alt 2, Preferred Alternative, etc.).			
Number of lanes is clearly identified.			
Existing and Proposed R/W is clearly identified.			
Relocations (commercial/residential) are clearly identified.			
Potential Contamination sites/sources are clearly identified.			
Street names, subdivisions, developments, major traffic generators, significant cultural and environmental features are clearly identified.			
CORRIDOR ALIGNMENT REPORT TABLE OF CONTENTS	Included	NA	Comments
REPORT SHOULD CLOSELY MATCH FOLLOWING OUTLINE:			
SECTION 1: SUMMARY			
1.1 COMMITMENTS			
1.2 RECOMMENDATIONS			
SECTION 2: INTRODUCTION			
2.1 PURPOSE			
2.2 PROJECT DESCRIPTION			
SECTION 3: NEED FOR IMPROVEMENT			
3.1 AREA NEEDS			
3.1.1 SYSTEM LINKAGE			
3.1.2 TRANSPORTATION DEMAND			
3.1.3 SOCIAL DEMANDS OR ECONOMIC DEVELOPMENT			
3.1.4 MODAL INTERRELATIONSHIPS			
3.2 PROJECT CORRIDOR NEEDS			
3.2.1 CAPACITY			
3.2.2 SAFETY			
3.2.3 STRUCTURAL			
SECTION 4: EXISTING CONDITIONS			
4.1 EXISTING ROADWAY CHARACTERISTICS			
4.1.1 FUNCTIONAL CLASSIFICATION			
4.1.2 TYPICAL SECTION(S)			
4.1.3 PEDESTRIAN AND BICYCLE FACILITIES			
4.1.4 RIGHT-OF-WAY			
4.1.5 HORIZONTAL ALIGNMENT			
4.1.6 VERTICAL ALIGNMENT			
4.1.7 DRAINAGE			
4.1.8 GEOTECHNICAL DATA			
4.1.9 ACCIDENT DATA			
4.1.10 INTERSECTIONS AND SIGNALIZATION			
4.1.11 LIGHTING			
4.1.12 UTILITIES			
4.1.13 PAVEMENT CONDITIONS			
4.2 EXISTING BRIDGES			
4.2.1 TYPE OF STRUCTURE			

4.2.2 CURRENT CONDITION AND YEAR OF CONSTRUCTION			
4.2.3 HORIZONTAL AND VERTICAL ALIGNMENT			
4.2.4 SPAN ARRANGEMENT			
4.2.5 CHANNEL DATA			
4.2.6 BRIDGE OPENINGS			
4.2.7 SHIP IMPACT DATA			
4.3 ENVIRONMENT CHARACTERISTICS			
4.3.1 LAND USE DATA (EXISTING AND FUTURE)			
4.3.2 CULTURAL FEATURES AND COMMUNITY SERVICES			
4.3.3 NATURAL AND BIOLOGICAL FEATURES			
SECTION 5: DESIGN CONTROLS AND CRITERIA			
TABLE FORMAT			
SECTION 6: TRAFFIC			
6.1 EXISTING TRAFFIC CONDITIONS			
6.2 MULTIMODAL TRANSPORTATION SYSTEM CONSIDERATIONS			
6.3 TRAFFIC ANALYSIS ASSUMPTIONS			
6.4 EXISTING TRAFFIC VOLUMES			
6.5 TRAFFIC VOLUME PROJECTIONS			
6.6 LEVEL OF SERVICE			
SECTION 7: ALTERNATIVE ALIGNMENT ANALYSIS			
7.1 NO PROJECT ALTERNATIVE			
7.2 CORRIDOR ANALYSIS			
7.3 TRANSPORTATION SYSTEM MANAGEMENT			
7.4 STUDY ALTERNATIVES			
7.5 EVALUATION MATRIX			
7.6 PREFERRED ALTERNATIVE			
SECTION 8: PRELIMINARY DESIGN ANALYSIS			
8.1 DESIGN TRAFFIC VOLUMES			
8.2 TYPICAL SECTIONS			
8.3 INTERSECTION CONCEPTS AND SIGNAL ANALYSIS			
8.4 ALIGNMENT AND RIGHT-OF-WAY NEEDS			
8.5 RELOCATIONS			
8.6 RIGHT-OF-WAY COSTS			
8.7 CONSTRUCTION COSTS			
8.8 PRELIMINARY ENGINEERING COSTS			
8.9 USER BENEFITS			
8.10 PEDESTRIAN AND BICYCLE FACILITIES			
8.11 SAFETY			
8.12 ECONOMIC AND COMMUNITY DEVELOPMENT			
8.13 ENVIRONMENTAL IMPACTS			
8.14 UTILITY IMPACTS			
8.15 TRAFFIC CONTROL PLAN			
8.16 RESULTS OF PUBLIC INVOLVEMENT PROGRAM			
8.17 DRAINAGE			
8.18 BRIDGE ANALYSIS			
8.19 SPECIAL FEATURES (NOISE BARRIERS, RETAINING WALLS, UNDERDRAINS, ETC.)			

UTILITY COORDINATION ALIGNMENT STUDY CHECKLIST

Project Name:	
Project Limits:	
Project Number:	
County Project Manager:	
Consultant Name/Firm:	
Review Packages Sent:	(MM/DD/YR)
Responses Due:	(MM/DD/YR)

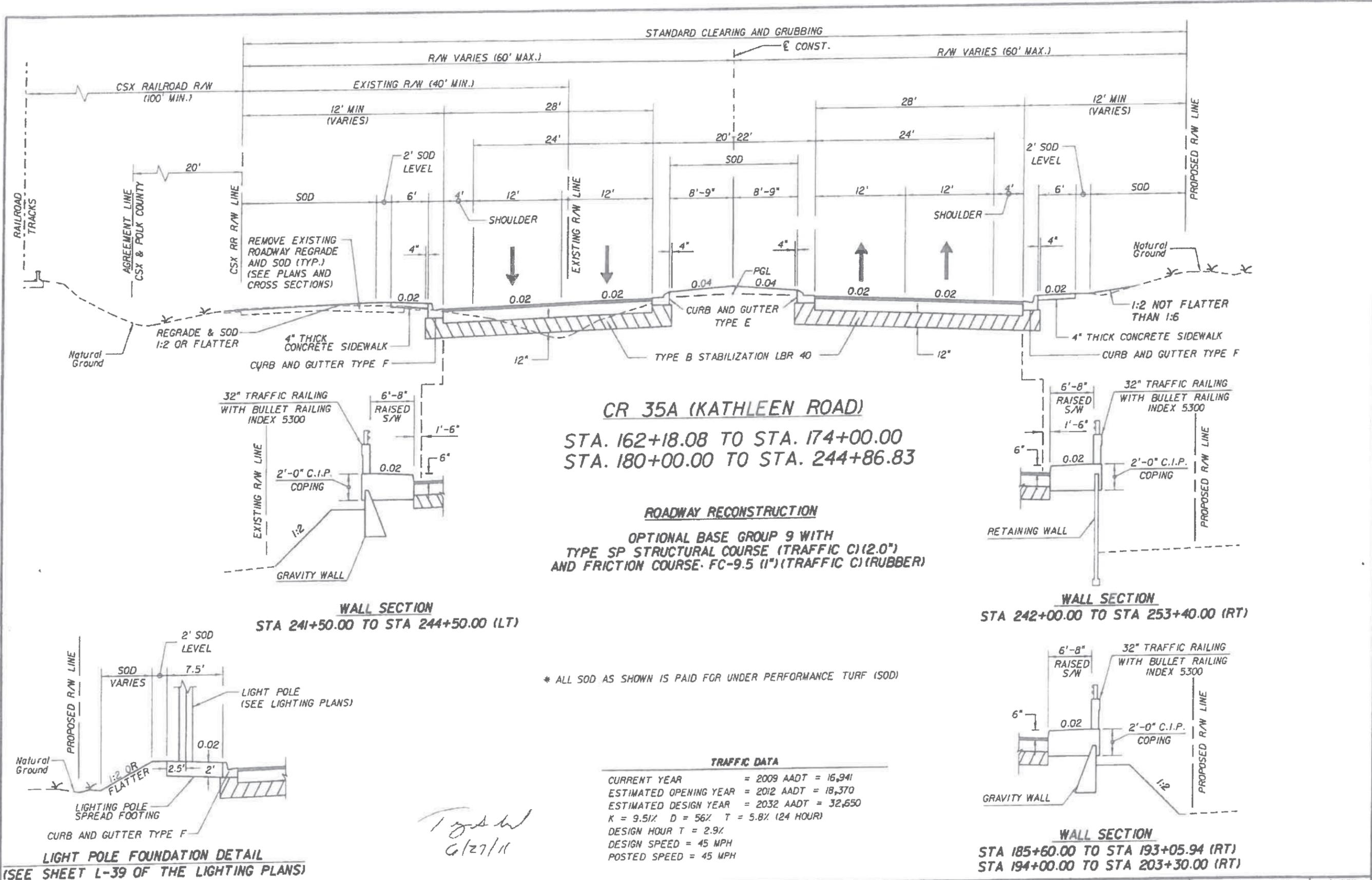
General Items	Included	NA	Comments
Identify ownership w/ contact information for all known utilities in the project corridor.			
Set up project tracking matrix for all utility contacts			
Assemble Alignment Study Utility Contact Package for Utility Agency Owner (UAO) review and mail 2 sets to each known utility owner along the project corridor. (Color plots, 11" x 17" plans, Typical Section(s), project scope of services)			
UAO (within 30 days) to identify all existing facilities within project corridor, compensable interests (marked plans depict location, type and size of existing facilities)			
Prepare Utility Assessment Memorandum			

ALIGNMENT STUDY EVALUATION MATRIX

PROJECT NAME: _____
 PROJECT LIMITS: _____
 PROJECT NUMBER: _____

Evaluation Factors	ALIGNMENT ALTERNATIVE			
	1	2	3	
BUSINESS IMPACTS				
Number of businesses expected to be relocated	#	#	#	
Number of businesses impacted	#	#	#	
RESIDENTIAL IMPACTS				
Number of residences expected to be relocated	#	#	#	
Number of residences expected to be impacted	#	#	#	
RIGHT-OF-WAY IMPACTS				
Number of unimproved parcels impacted	#	#	#	
Area (in acres) of ROW to be acquired for roadway	#	#	#	
Area (in acres) of ROW to be acquired for stormwater management facilities (SMF)	#	#	#	
Area (in acres) of ROW to be acquired for floodplain compensation (FPC)	#	#	#	
IMPACTS ON CULTURAL/HISTORIC RESOURCES AND PUBLIC PARKS				
Number of significant historic structures adjacent to ROW	#	#	#	
Number of significant archaeological sites adjacent to ROW	#	#	#	
Number of public parks adjacent to ROW	#	#	#	
COMMUNITY FACILITY IMPACTS				
Number of churches, schools, daycares, nursing homes, cemeteries, government, etc.	#	#	#	
NATURAL ENVIRONMENTAL IMPACTS				
Total Wetland Impact Areas (Direct Impacts in Acres)	Low Quality	#	#	#
	Medium Quality	#	#	#
	High Quality	#	#	#
	Total	#	#	#
FLOODPLAIN/FLOODWAY ENCROACHMENT				
Area of base floodplain encroachment (in acres)	#	#	#	
Area of base floodway encroachment (in acres)	#	#	#	
POTENTIAL CONTAMINATION SITES				
Number of potential petroleum pollutant contaminated sites impacted	#H, #L	#H, #L	#H, #L	
Number of potential hazardous material contaminated sites impacted	#H, #L	#H, #L	#H, #L	
ESTIMATED PROJECT COSTS				
ROW Acquisition Cost - Mainline	\$	\$	\$	
ROW Acquisition Cost - SMF & FPC	\$	\$	\$	
Environmental Mitigation Cost	\$	\$	\$	
Utility Relocation Costs	\$	\$	\$	
Utility Impact Costs	\$	\$	\$	
Roadway Construction Cost	\$	\$	\$	
Bridge Construction Cost	\$	\$	\$	
Construction Engineering & Inspection (CEI) Cost	\$	\$	\$	
Engineering Design Cost	\$	\$	\$	
TOTAL COST	\$ -	\$ -	\$ -	

Comments/Notes: _____

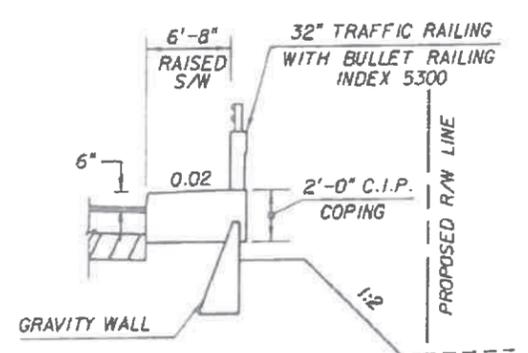
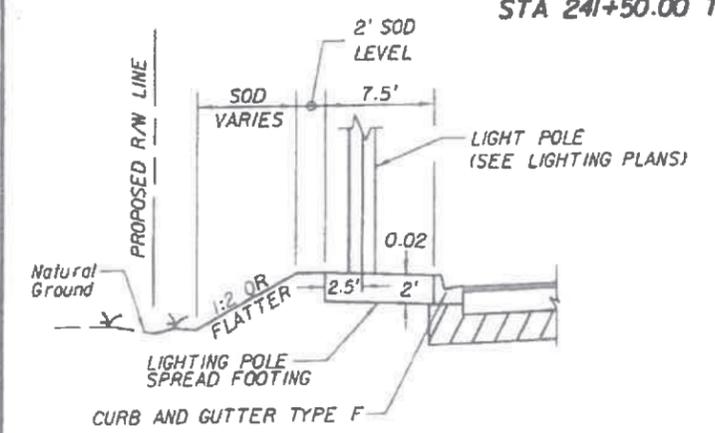


CR 35A (KATHLEEN ROAD)
 STA. 162+18.08 TO STA. 174+00.00
 STA. 180+00.00 TO STA. 244+86.83

ROADWAY RECONSTRUCTION
 OPTIONAL BASE GROUP 9 WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC C)(2.0")
 AND FRICTION COURSE FC-9.5 (1") (TRAFFIC C)(RUBBER)

WALL SECTION
 STA 241+50.00 TO STA 244+50.00 (LT)

WALL SECTION
 STA 242+00.00 TO STA 253+40.00 (RT)



* ALL SOD AS SHOWN IS PAID FOR UNDER PERFORMANCE TURF (SOD)

TRAFFIC DATA

CURRENT YEAR	= 2009 AADT = 16,941
ESTIMATED OPENING YEAR	= 2012 AADT = 18,370
ESTIMATED DESIGN YEAR	= 2032 AADT = 32,650
K	= 9.5% D = 56% T = 5.8% (24 HOUR)
DESIGN HOUR T	= 2.9%
DESIGN SPEED	= 45 MPH
POSTED SPEED	= 45 MPH

Typed
 6/27/11