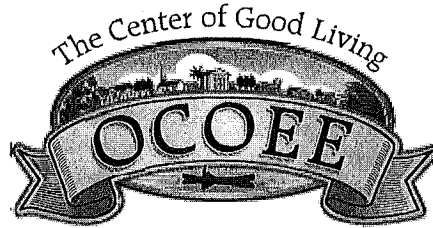


Mayor
S. Scott Vandergrift

City Manager
Robert Frank



Commissioners
Gary Hood, District 1
Rosemary Wilsen, District 2
Rusty Johnson, District 3
Joel Keller, District 4

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #1101

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR ROADWAY CONSTRUCTION AND DEBRIS MONITORING

TABLE OF CONTENTS
RFQ #1101
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (CEI) FOR
ROADWAY CONSTRUCTION AND DEBRIS MONITORING

RFQ DOCUMENTS

<u>Section</u>	<u>Page</u>
Legal Advertisement	3
A. Introduction and General Instructions	4 - 8
B. Insurance Terms and Conditions	8 - 12
C. Scope of Services – Roadway Construction	12 - 13
D. Scope of Services – Debris Monitoring	13 - 28
<i>General, p. 13</i>	
<i>Definitions, p. 14</i>	
<i>Personnel qualifications, p. 16</i>	
<i>Services to be provided by the Consultant, p. 16</i>	
E. Required Federal Provisions	28 - 31
<i>Limits on Federal participation, 28</i>	
<i>Records, 29</i>	
<i>DBE policy and obligations, 29</i>	
<i>Restrictions, prohibitions, controls and labor provisions, 30</i>	
F. Payments	31 - 32
G. Qualification Submittals	33
H. Time Schedule	33
I. Selection Process	34
J. Bid Protests	35
<i>Company Information & Signature Sheet*, 36</i>	
K. Proposed Contract	37 - 58

*Submit with Statement of Qualifications

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting statements of qualifications for the following project: **RFQ #1101 Construction Engineering and Inspection ("CEI") Services for Roadway Construction and Debris Monitoring. Qualification Packages will be received at the office of Joyce Tolbert, CPPB Purchasing Agent, Finance/Purchasing Department, Second Floor, 150 North Lakeshore Drive, Ocoee, Florida 34761 until 2:00 pm, local time, on October 26, 2010. Qualification Packages received after that time will not be accepted under any circumstances.** Sealed qualification Packages that have been timely received will be publicly opened and read aloud at that time. No Pre-bid conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a response through Onvia/Demandstar by accessing the City's website at <http://www.ocoe.org> under Finance/Purchasing. Partial sets of the documents required for submitting a statement of qualification will not be issued. By using Onvia/Demandstar, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; Fees may apply for non-members. Membership with Onvia/Demandstar is not required to submit a response. Persons other than prospective respondents may inspect the documents required for submitting a bid at the Ocoee City Hall City Clerk's Office, 150 N. Lakeshore Drive, Ocoee, FL 34761. Persons inspecting the documents at the City Clerk's office that request copies will be required to pay a fee as prescribed by statute. City Clerk, September 26, 2010

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #1101
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR
ROADWAY CONSTRUCTION AND DEBRIS MONITORING

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from professional engineering firms or individuals (consultants) that are interested in providing construction engineering and inspection (CEI) services for federally funded roadway construction projects and debris monitoring. The anticipated work would be the result of funding availability from the Florida Department of Transportation (FDOT) Local Agency Program (LAP) and Federal Highway Administration (FHWA), in the case of federal aid highway construction, and from the Federal Emergency Management Agency (FEMA), in the case of debris monitoring associated with declared disasters. No specific project has been identified at this time. The requested services are to be provided on an as-needed basis.
2. The City intends to award one or more contracts to the consultant(s) deemed to be the most highly qualified to perform the required services. In determining whether a consultant is qualified, the City shall consider such factors as the ability of professional personnel; familiarity with federal-aid requirements; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; and recent, current, and projected competing project workload of the firm. The term of the contract shall be one (1) year with up to four (4) automatic one-year renewals and an optional one-year extension.
3. Due to the special nature of the project, responses will only be accepted from consultants that have a Dun and Bradstreet (D-U-N-S) number and are pre-qualified by FDOT in the following work types:
 - 10.1 Roadway Construction Engineering Inspection
 - 10.2 Construction Materials Inspection
 - 11.0 Engineering Contract Administration & Management

Information on how to obtain a D-U-N-S number, should a responding firm not have such an identifier, may be found at <http://smallbusiness.dnb.com/establish-your-business/12334338-1.html>. The D-U-N-S number must be listed in the submittal. Any subconsultant included in a submission must also provide a D-U-N-S number.

4. The special knowledge required to satisfy the requirements of FEMA, FHWA and LAP for inspection, oversight, reporting, and other aspects of roadway construction projects will be a major part of the work for the selected consultant. The required

reporting includes monthly submittals of information about the agency itself, its contractors and consultants, and their subcontractors and subconsultants, and extends to payroll certification, contractor employee training, equal employment opportunity compliance, and many other concerns. It will be the responsibility of the selected consultant to prepare all required reports, and to provide other supporting services in addition to the normal CEI services normally associated with roadway construction projects. Debris monitoring activities require the selected consultant to supply and use a relatively advanced electronic data system in meeting several federal requirements. Failure to comply with all requirements could subject the City to loss of federal funds. The City strongly encourages respondents to be familiar with these various requirements and will give considerable weight to the qualifications statement submittals related to these elements of the work.

5. Local agency professional consultant pre-event contracts, such as CEI services of the type being solicited by this RFQ, must be procured in accordance with Chapter 287.055, F.S., and 23 CFR Part 172 in order to be eligible for federal aid reimbursements from FHWA or FEMA. Basic federal aid provisions should be incorporated in the contract to ensure eligibility. Local agency contracts should be consistent with the FHWA approved boilerplate CEI Pre-event Scope of Services document, from which Article D. Scope of Services—Debris Monitoring in this solicitation was derived. “Consistent” means the contract includes all necessary federal-aid contract requirements and contains all the same basic criteria as provided in the FHWA approved boilerplate CEI Pre-event Scope of Services. Any contract awarded as a result of this RFQ process shall be in full compliance with these requirements.
6. Prospective respondents may secure a copy of the documents required for submitting a response through Onvia/Demandstar by accessing the City’s website at <http://www.ocoe.org> under Finance/Purchasing. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Onvia/Demandstar, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; Fees may apply for non-members. Membership with Onvia/Demandstar is not required to submit a response.
7. Each qualifications package must consist minimally of a cover letter, statement of qualifications, and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications must be limited to a total of **forty (40) 8.5”x 11” pages** (including resumes and 2-page cover letter but excluding front and back covers, Standard Form 330, dividers, and Company Information/Signature Sheet), single-sided, portrait orientation, 12-point font. Additional requirements of submissions are supplied below in Section G. Any qualifications package failing to conform to these specifications is subject to rejection. The person signing the Company Information/Signature Sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted

qualification package and shall be understood to do so. All expenses for providing qualification packages to the City shall be borne by the respondent.

8. Firms, companies and/or individuals interested in providing the required services shall submit **one (1) original paper copy and five (5) electronic copies** of their qualifications package. The electronic copies shall be submitted in a fully electronic form on a CD-ROM as an Adobe PDF file, version 5 or later. Qualification Packages shall be submitted to the City of Ocoee in one sealed package, clearly marked on the outside with the appropriate RFQ number and closing date and time, addressed to:

Joyce Tolbert, Purchasing Agent
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
Phone: (407) 905-3100 x 1516
FAX number: (407) 905-3194
jtolbert@ci.ocoe.fl.us

No fax or e-mailed submissions will be accepted.

9. Qualification packages must be received no later than **2:00 p.m. (local time) on October 26, 2010**. Any qualification packages received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the Qualifications Package delivered to the Ocoee City Hall by U.S. mail, hand delivery, or any other method available to them. Delay in delivery shall not be the responsibility of the City. A Qualifications Package received after the deadline shall not be considered and shall be returned unopened. Any request to withdraw a Qualification Package must be addressed in writing. Such requests must be received by the City prior to the deadline of the submission.
10. The City will receive questions regarding the RFQ only through written inquiries directed to the Purchasing Agent. Deadline for receipt of written inquiries will be **October 19, 2010 at 2:00 p.m, local time**.
11. Potential Respondents should not contact City staff, with the exception of the Purchasing Agent, or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.
12. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification

package and subsequent City Commission action. A more detailed schedule is given below.

13. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act (Section 287.055, Florida State Statutes) shall apply, where applicable.
14. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.
15. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).
16. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their proposal 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 in response to this request of proposal become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
17. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to

violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

18. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any response, or to re-advertise for new qualification packages. The City may accept any item or group of items of any response, unless the Respondent qualifies its response by specific limitations. The City may accept one or more responses if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent. The City reserves the right, as an aid in determining which qualification package is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all Respondents.

B. INSURANCE TERMS AND CONDITIONS

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The

payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:
 4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
 5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
- \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella:

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

Builders Risk:

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

(Remainder of page left blank intentionally).

ACORD CERTIFICATE OF LIABILITY INSURANCE		OF ID JC PAGE 1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Contractor's Name Address	INSURERS AFFORDING COVERAGE		NAIG #
	INSURER A: AM Best Rating A- or Better		
	INSURER B:		
	INSURER C:		
	INSURER D:		
		INSURER E:	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR ADJ LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)
X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO- ☐ LOC		
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		
	GARAGE LIABILITY ☐ ANY AUTO		
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk		
			LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$ X WORKERS' COMPENSATION & EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Any 1 Loc 100,000 Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.			
CERTIFICATE HOLDER City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

ACORD 25 (2001/08)

© ACORD CORPORATION 1998

SAMPLE

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

C. SCOPE OF SERVICES—ROADWAY CONSTRUCTION

1. The professional engineering services to be provided under this procurement relate to construction engineering inspection (CEI) for roadway construction projects of all types, including those subject to the requirements of Federal Aid for Highways.
2. The work to be provided by the selected consultant includes the traditional CEI services associated with projects of this type plus the normally required elements of federal-aid projects and all additional reporting duties required by the federal emergency disaster relief program. The latter group of duties includes all Equal Employment Opportunity compliance tasks. The following list of duties for the selected CEI consultant is descriptive but not exhaustive:
 - a.) Monitor erosion control
 - b.) Inspect roadway construction
 - c.) Observe and inspect the repair of traffic control devices, including signs and signals
 - d.) Monitor maintenance of traffic operations
 - e.) Control and coordinate geotechnical testing of material and construction quality
 - f.) Document and report the project
 - g.) Attend project meetings
 - h.) Verify pay applications
 - i.) Monitor contractor safety programs
 - j.) Ensure compliance with all federal-aid contract requirements (e.g., EEO, DBE, and Davis-Bacon wage rates)
 - k.) Timely provide all required records, reports, certifications, and other information or documentation for federal reporting compliance by the City and the contractors and consultants it employees for the work
 - l.) Conduct necessary interviews, reports, certifications, reviews, inspections, and other activities required for compliance with all remaining federal obligations of the City
 - m.) Create, manage, and report all noncompliance information processes required by the FDOT LAP, FHWA Federal Aid to Highways, and U.S. DOT programs
3. Item 2.e, above, lists control and coordination of geotechnical and material testing services as a duty of the selected firm. This duty assumes that the selected consultant manages the work of a separate geotechnical firm conducting this part of the oversight process. However, a prime consultant responding to this RFQ may propose that it directly supply geotechnical and material testing services. If it chooses to do so, the qualifications submitted must include those of the staff or subconsultant supplying those services and be sufficiently detailed to allow the City to evaluate that

portion of the submittal. If the respondent does not choose to propose that it supply geotechnical and material testing services, either itself or through a subconsultant, or if the City elects to award the work separately without the selected firm providing those services, the City will contract for these services with another firm qualified for such work.

4. Interested consultants must be experienced in providing CEI services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the consultant shall be a licensed professional in accordance with Florida State law and be familiar with all applicable laws, regulations, and codes of the U.S. DOT, FDOT, other State of Florida agencies, St. Johns River Water Management District, Orange County, and the City. Please include a copy of all applicable licenses held by the prime consultant and any subconsultants proposed to perform work.
5. A request for proposals for debris removal services is being procured in parallel with this RFQ solicitation for CEI services. Any firm selected to provide debris monitoring cannot have any business relationship with a firm selected to provide debris removal services.

D. SCOPE OF SERVICES—DEBRIS MONITORING

1. GENERAL

This statement of work describes and defines the services required for the execution of paper and electronic debris removal monitoring for the City following a natural disaster. The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following - field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities. The City reserves the right to add or remove highway segments at Engineer's direction. While this contract scope provides for debris removal work off the state road system, no work on or off the State Road System is guaranteed. The City, at its sole discretion, may elect to perform work with in house forces or other contract forces, or may cancel this contract at any time if it is in the best interest of the City to do so.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit, as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amounts per items bid is made under this Agreement. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

In the event of impact of the disaster on another City, the terms and conditions of this Agreement may apply to work in the affected City when conducted under the terms of this Agreement.

2. DEFINITIONS

1. City: The City of Ocoee, Florida.
2. Consultant: The person or entity providing services under the terms of this Scope of Work, which includes employees, partners, principals, agents, and assignees.
3. Data Manager: Consultant's employee who is the manager of data collected from monitoring operations.
4. Debris: Scattered items and materials broken, destroyed, or displaced that is generated by a disaster event and is located within a designated area.
5. Debris Collection Monitor: Consultant's employee who observes the Debris Removal Contractor removing debris from assigned areas.
6. Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees, that is under contract with the City to remove storm-deposited debris according to federal and state guidelines.
7. Debris Manager: A City staff member who functions as the City's point of contact for the work described herein, and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.
8. Department: The Florida Department of Transportation. The City is located in District 5 of this agency with headquarters in DeLand.
9. Disposal Site Monitor: The Consultant employee(s) assigned to the debris disposal site to manage disposal operations and monitor the debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

10. Emergency Operations Center (EOC): A central command and control facility responsible for carrying out the principles of emergency preparedness, emergency management, and disaster management functions at a strategic level in an emergency situation.
11. Engineer: Within this Agreement, the term means the City Engineer, the City Public Works Director, their designees, or an employee of a construction engineering and inspection (CEI) firm retained by the City providing debris monitoring services.
12. Exit Site Monitor: Employees of the Consultant who observe outbound trucks at Temporary Debris Management sites.
13. Federal Emergency Management Agency (FEMA): A funding source for activities during an event declared to be a disaster by the President of the United States.
14. Federal Highway Administration (FHWA): A funding source for work on Federal-Aid roadways and facilities through the Emergency Relief Program administered by the Department.
15. Field Operations Manager: Employee of the Consultant who oversees debris removal contractor(s) and general field operations including monitors and data managers.
16. Hand Held Units (HHU): Devices used to write data to and read data from removable storage media. HHUs are used in electronic debris monitoring.
17. Notice to Proceed: A written notice issued to the Consultant by the City fixing the date on which the described operations will commence.
18. Project Manager: The Project Manager is an employee of the Consultant who functions as the point of contact for the City and who is responsible for the overall project management and coordination of the debris monitoring services. This person is required to oversee debris removal operations.
19. System: The electronic portion of debris monitoring.
20. System Database: A system database is a compilation of all information gathered or reconciled, and that meets requirements set forth by this Scope of Services.
21. Temporary Debris Management Sites: A site authorized by the Florida Department of Environmental Protection (FDEP) where debris is stored, reduced, burned, ground, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process.
22. Ticket Manager: Consultant's employee who is responsible for overseeing electronic ticket processing.

3. PERSONNEL QUALIFICATIONS

1. A Data Manager must have two years experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.
2. Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
3. A Field Operations Manager must have a minimum of two years experience in disaster debris management.
4. A Project Manager must have a minimum of five years experience in disaster debris management and be a permanent staff employee of the consultant.

4. SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Administration

The listed services shall be performed by the Consultant:

1. The Consultant shall ensure that daily reports are provided to the City's debris manager or designee and other key City personnel within a minimum number of hours, as requested by the debris manager. The Consultant shall ensure that debris monitors report within a minimum number of hours after the disaster event.
2. It is the responsibility of the Consultant to assist the City in:
 - a) Contract administration
 - b) Damage assessment
 - c) Environmental permitting of temporary debris management sites
 - d) Truck certification
 - e) Debris removal monitoring
 - f) Quality assurance and quality control of all documentation pertaining to debris removal monitoring.
 - g) Responding to public inquiries.
 - h) Addressing questions from FEMA and FHWA both during and after services have been performed.
3. Provide assistance, as needed, during the pre-event period to plan for and identify facilities and operations necessary for performing the tasks identified in this Scope of Work; e.g., identifying potential temporary debris management sites.

2. Debris Monitoring Operations

The Consultant shall coordinate with the City to schedule debris removal monitoring and contractor operations. The Consultant shall provide a project manager, who shall:

1. Be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.
2. Be the point of contact to the City.
3. Assign field operations manager(s) to oversee the debris removal contractor(s), monitors, and a data manager to provide supervision of the data entry operations and documentation process.
4. Ensure a sufficient number of trained debris monitors are available to monitor the "first push" (cut & toss) operations.
5. Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
6. Provide tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
7. Provide tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
8. Provide data entry and document processing personnel if applicable.
9. Conduct safety meetings with field staff, as necessary.
10. Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
11. Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
12. Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
13. Review and reconcile debris removal contractor invoices submitted to the City.
14. Preparation of interim operations and status reports and final report, as directed by the City.

3. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

1. Truck certification and documentation of all vehicles used in the debris removal activities.
2. Quality assurance / quality control (QA/QC) of truck certification measurements throughout life of project.
3. Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways - First Push (Cut & Toss) and First Pass.
4. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways - First Push (Cut & Toss) and First Pass.
5. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways.
6. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City to allow such debris.
7. Disposal Site/Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
8. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
9. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
10. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
11. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
12. Document and report to the City damages which occur on public or private property as a result of the debris removal operations.

13. Document and report to the City any violations of FDEP debris site conditions.

14. If FDEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

4. Data Management and Documentation

The Consultant shall ensure all necessary documentation is provided to:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA-PA program, or other applicable Federal, state or local agencies.
2. Document the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
3. Complete truck and equipment certifications and establish a QA/QC program throughout the life of the project for such purposes.
4. Provide and check load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA - ER or FEMA PA, and/or other federal, state or local programs.
5. Document eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates, street name and address, roadway identifier and milepost , and/or other information, as available and applicable.
6. Secure and comply with all environmental authorizations and/or permits, as applicable.
7. Create daily electronic spreadsheet summaries of cubic yards / tons collected by Federal program. The daily summary shall be communicated to the City's Engineer.
8. Produce, in electronic format (scanned), all paper documentation for submittal to Federal and/or State agencies.
9. Provide certified weigh master if necessary.
10. Assist the City in creating field maps using GIS to track and present contractor progress.

11. Organize, maintain, and provide the City electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

5. Electronic Debris Monitoring

The Consultant may exercise the option to utilize electronic debris monitoring and, if chosen, the Consultant must comply with requirements set forth in sections 1 through 3, below.

1. Equipment Requirements

- a.) Data Storage Media - Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID that identifies the user's role, limits the user's ability to collect or validate information, and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection; i.e., drivers, ticket managers, etc.
- b.) Handheld Unit (HHU) - The Consultant will provide weather proof and shock resistant HHUs for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform three functions: (1) record initial load data information; (2) verify vehicle certification; and (3) record debris type and quantity. All units will be operated by stand-alone power sources that allow the units to perform uninterrupted for a shift. HHUs shall be capable of recording truck certification data onto removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers. HHUs shall be capable of recording user ID information, including a unique user ID, digital photograph, and any additional user information required for system operation. HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
- c.) Durable Printer - The Consultant shall provide a durable printer to print load tickets. Once the tower manager completes the load data entries, the information shall be transmitted to the printer. The printer will print a minimum of two (2) copies of each load ticket, both of which shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets.

The printed ticket paper and print shall be of such composition and quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

- d.) Server(s) - The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use and be password protected by the Consultant. Upon completion of the work, the Consultant shall surrender the records to the City's Engineer, which shall maintain the official database and records on its government-furnished secure server. Access to the City server is limited to "Official Use Only."
- e.) Back-up equipment - In the event of equipment malfunction, loss, or damage, the Consultant shall assure the availability of a sufficient supply of replacement equipment and personnel such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.
- f.) GIS - GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data, and other mission informational needs from the data gathered by the HHUs.
- g.) Internet Accessible database - The Consultant will establish a web-based online service that presents data on debris removal operations and is updated daily if not in real-time. The data shall be accessible, by permission only, to contractors, local and state officials, and others designated by the City. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

6. General Statement of Electronic Debris Monitoring System Parameters

1. The debris monitoring system must utilize an encryption-protected removable data storage device. The data storage device will retain information collected in the field, such as paper debris load tickets and truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work, unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, the Department, and others via the internet. Data contained in

the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, subcontractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

4. The Consultant uses the HHU to initiate the data load by entering the debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, GPS location and/or address of pick-up, if applicable, time, date, truck certification, driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the ticket manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.
 5. HHUs are used at the debris verification area of disposal site(s) by tower managers. The vehicle driver presents the removable media, which was previously loaded by the field monitor, to the tower manager located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) or manually revises it, if needed, verifies the vehicle and driver information is correct, and estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the removable media and add the information to the tower manager's HHU, such as the date and time debris arrives, site ID, GPS location, load quantity, and tower manager's unique ID Code.
 6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system database. Once this information is recorded, the tower manager HHU will clear the removable media's debris data for the driver to re-use.
 7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.
7. Functional Specifications and System Architecture
1. Ticket/Tower Managers - Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:

- a.) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
 - b.) Electronic registration of ticket/tower monitor
 - c.) Ability to link designated ticket/tower personnel roles to a specific mission
 - d.) Ability to edit ticket/tower personnel roles i.e., create, update and delete
 - e.) Store ticket/tower personnel contact information relative to the mission
 - f.) Track and manage ticket/tower personnel role and status
 - g.) Assign and track equipment assigned to the user
 - h.) Reject invalid ticket/tower personnel credentials
 - i.) Reject invalid certification credentials
2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:
- a.) Electronically register authorized debris contractor vehicles and equipment
 - b.) Link electronic registration to digital images
 - c.) Identify mission and respective City
 - d.) Generate unique identifiers for contractor vehicles and equipment
 - e.) Utilize uniform measurements; e.g., feet and inches
 - f.) Capture vehicle volumes
 - g.) Utilize industry standard equations for all volume calculations
 - h.) Capture drivers and certification team member unique identification numbers
 - i.) Provide a means to create encryption protected electronic driver removable media with unique truck identifier, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
 - j.) Depict image and other identifying data
 - k.) Contain counter area for total cubic yards hauled
 - l.) Employ anti-tampering mechanism
 - m.) Have the capability to recertify vehicles
 - n.) Record recertified vehicles in an audit table
 - o.) Associate certification data with authorized system user
 - p.) Reject media which are not associated with current event and applicant
 - q.) Capture vehicle audit records
 - r.) Create a printed certification record
 - s.) Provide administrative reporting capabilities
3. Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:
- a.) Allow creation of point of origin load data on encryption-protected driver media when position is known and credentials have been authenticated
 - b.) Capture date and time and other relevant point-of-origin data
 - c.) Validate that media is present in system and configured to receive data

- d.) Designate debris type
 - e.) Designate debris location as Federal Aid or Non-Federal Aid
 - f.) Designate first pass and subsequent passes
 - g.) Write point-of-origin load data using encrypted storage algorithms
 - h.) Associate ticket/tower personnel credentials with point of origin load data
 - i.) Acknowledge successful card write via display status message
 - j.) Provide user configurable time option for GPS audit
 - k.) Detect current location using GPS and store data to secure memory location
 - l.) Provide capability to add digital image if debris is other than vegetative or C&D
4. Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:
- a.) Accept site configuration data at the beginning of each work day
 - b.) Dynamically configure receiving application based on site configuration data
 - c.) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
 - d.) Accept loads where:
 - a. Mission and applicant are valid
 - b. Media authentication data is valid and unaltered
 - c. Media contains valid load data
 - e.) Designate debris type
 - f.) Record debris volume (based on unit of measure)
 - g.) Receive volume or per unit loads
 - h.) Identify original load data
 - i.) Identify duplicate load data
 - j.) Configure number of hard copies
 - k.) Create load data record in internal storage
 - l.) Create backup copy of internal storage
 - m.) Prepare driver media for next load
 - n.) Increment driver smart card based on total CY counter value
 - o.) Continuously calculate and present real-time disposal site statistics
 - p.) Re-print load ticket data
 - q.) Interface with durable outdoor printer
 - r.) Preserve in its original state, then transmit daily transaction data
 - s.) Associate ticket/tower personnel credentials with each received load
5. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- a.) Change ticket/tower personnel identification badge roles and responsibilities
 - b.) Review media total volume counter value
 - c.) Audit vehicle certification data
 - d.) Validate/invalidate removable media; e.g., "smart" cards
 - e.) Reinitiate security sequence for ticket/tower personnel or media
 - f.) Display the results of ticket/tower GPS audit files in tabular format,
 - g.) Limit access to the internet data or by the Department secure server
6. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented, and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking, and graphical data preparation. At a minimum, the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:
- a.) Accept transactional data sets from multiple debris location systems
 - b.) Recognize multiple mission/applicant configurations
 - c.) Grant access to authorized authenticated users or processes
 - d.) Contain a master record of:
 - a. Roles and responsibilities
 - b. Ticket/tower personnel credentials and other data
 - c. Certification credentials and other data
 - d. Mission data
 - e. Applicant data
 - f. Geospatial data
 - e.) Street centerlines
 - f.) City outlines
 - g.) Population and demographic
 - h.) Elevation
 - i.) Wetlands delineation
 - j.) Historic and environmentally sensitive areas
 - k.) Debris work zones
 - l.) Parcel data
 - m.) Land use
 - n.) FEMA flood zones
 - o.) Graphically depict load locations by:
 - a. Contractor
 - b. Subcontractor
 - c. Driver
 - d. Ticket/tower personnel
 - e. Date range
 - f. Applicant
 - g. Mission
 - h. Debris type
 - i. Disposal site

- j. Federal, state and private roads
- k. Land use
- p.) Thematic mapping techniques to distinguish different data by color and/or symbol
- q.) Identify data attributes for a single point of data
- r.) Select one or many points of data
- s.) Calculate operational efficiency statistics, such as:
 - a. Trip turnaround time
 - b. Trip distance to disposal site (straight line projection sorted by 0 -15 miles, 16 - 30 miles, 31 - 60 miles and greater than 61 miles)
 - c. Average container fill percentage
 - d. Average tower manager load call
 - e. Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
- t.) Dynamically configure user interface in response to point data selection to limit user authorities
- u.) Multiple data selections generate tabular data reports
- v.) Filter mechanisms to highlight geospatial data
- w.) Control data access using role based security
- x.) User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
- y.) Manage data ownership
- z.) Provide access based on security role model
- aa.) Identify and distribute "owned" transactional datasets to limit internet access to the website data to view only your data
- bb.) Prevent distributed data from being reprocessed for billing purposes
- cc.) Identify billing data sets based on parameters, such as:
 - a. Time/Date
 - b. Contractor/Subcontractor
 - c. Debris type
 - d. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
 - e. Haul distance
- dd.) Route billing data sets via defined and customizable workflow rules
- ee.) Approved billing data sets
- ff.) Communicate general event status e.g.:
 - a. Total CY hauled (by debris type)
 - b. Total CY by disposal site
 - c. Total CY by contractor/subcontractor
 - d. Total CY by work zone/sector
 - e. Total CY by municipality
 - f. Total CY by Federal, state and private roads
 - g. Total CY by certified vehicle
 - h. Number of vehicles utilized
 - i. Number of ticket/tower personnel resources assigned
- gg.) Manage user roles, responsibilities, and passwords

- hh.) Prevent modification to original data by unauthorized or unauthenticated users
 - ii.) Insert audit records into audit tables for all insertions, modifications, and deletions to original data
7. Field Architecture: The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability, and security:
- a.) Require user authentication credentials
 - b.) Display current version at application start-up
 - c.) Synchronize with Greenwich Mean Time (GMT) for all date/time fields
 - d.) System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - e.) System must remain in a ready state by default
 - f.) Acknowledge successful card write via display status message
 - g.) Create identification structures which utilize encryption technologies
 - h.) Employ anti-tamper and anti-tearing methods and technologies
 - i.) Where applicable, utilize 3 DES data encryption technologies to protect data
 - j.) Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media
8. Back-office Architecture - At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability, and security:
- a.) Utilize relational database technology
 - b.) Employ geospatial analysis tools for data visualization
 - c.) Enable audit ability for:
 - a. Data insertion
 - b. Data modification
 - c. Data deletion
 - d.) Prevent field and row level data deletion
 - e.) All access to data must be controlled
 - f.) Store certification and other identification data using encrypted relational technology
 - g.) Reside in a secure internet environment
 - h.) Preserve base transactional data in its original state prior to processing or consolidation with other data
9. Initial Startup Procedure For Debris Removal - Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

8. Reporting

The City requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations and to prepare interim reports (as directed by the City), as well as a final report of the debris removal operations.

1. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.
2. An interim status report may be required at the discretion of the City. Such a report will provide a summary of the daily reports for the specified period.
3. A final report will be required covering the history of the operations, the locations temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

9. Permits

1. Assist the City with any permit applications and coordination with environmental agencies.
2. Assist the City with any pre or post sampling of soil or groundwater.
3. Monitor compliance by the contractors to any permit requirements.

10. Meetings and Communication

1. Conduct daily meetings with the City and the Debris Removal Contractor.
2. Conduct field meetings as needed.

E. REQUIRED FEDERAL PROVISIONS

1. **Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and

procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2. Records:

- 1. Establishment of Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.
- 2. Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- 3. Inspection:** The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).
- 3. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The

Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

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

- 1. Equal Employment Opportunity:** In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Title VI - Civil Rights Act of 1964:** The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- 3. Americans with Disabilities Act of 1990 (ADA):** The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.
- 4. Restrictions on Lobbying:** The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Contractor 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 any

employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

F. PAYMENTS

1. The pre-event debris monitoring CEI contract is a task assignment type agreement. In this context, "pre-event" means that the services were procured prior to the declaration of a natural disaster. The City will furnish the vendor a series of task work orders specifying the services to be performed and the fees to be paid for each task work order assigned under the "umbrella" pre-event contract. Task work orders are documents used to establish the scope, time constraints, fee (not to exceed amount) and method of compensation for the specific work assignments the vendor will be tasked to accomplish after an emergency is declared. Task work orders cannot be prepared until after the emergency occurs, and the scope and nature of the specific work needed by the vendor is known.
2. Task work orders will be prepared by the City. The steps involved in preparing task work orders are:
 1. The City will prepare a specific scope of services for a task work order, once the emergency has been declared and the nature of the services required by the vendor is known.
 2. The vendor will be provided a copy of the scope of services for the task and requested to provide an estimate of the number of hours and the job classifications needed to accomplish the specific services associated with the task work order. As with supplemental amendments, this is an important step since hours and quantities are not established in the pre-event contract.
 3. Discussions with the vendor will be conducted to resolve any differences and to ensure that the "not to exceed" fee is fair and reasonable considering the scope and complexity of the services. This includes compensation for any direct expenses.
 4. The task work order will be executed by the parties. Task work orders must be prepared as two party agreements. The City's project manager may be delegated authority in the original agreement to execute the task work orders on behalf of the City for this type of agreement. Therefore, a task work order may be formatted more informally in a letter form. However, it must be executed by authorized representatives of both the City and the Consultant.

5. After execution by both parties, copies of the task work order will be distributed in a manner similar to that required for the original Agreement.
3. At a minimum, the task work order will include a scope of services, a date for completion of services, a not to exceed fee amount, method of compensation, and an execution date for the task work order. The compensation elements will be in accordance with the pre-event contract agreement method of compensation (which details the hourly rates and authorized job classifications for the vendor).
4. Added or changed rates for the prime vendor or subs may not be used in task work orders without amending the pre-event contract. Subs not listed in the pre-event contract may not be added in a task work order. A sample task work order will be provided as an attachment to the Agreement.
5. If mutually agreed, the Consultant may be requested to work in another local government jurisdiction impacted by an event. The field personnel may be paid for additional expenses, as justified by the distance traveled.

3. Invoicing

1. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.
2. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes. Consultant invoices must delineate between hours spent on FHWA- vs. FEMA-reimbursed tasks.
3. Maintain a database of all contract quantities and perform contractor invoice verification for the City.
4. All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in accordance with Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations, and laws.
5. Invoices shall be submitted on a monthly basis to the City.
6. Final invoice will be submitted to the City not later than the 30th day following final acceptance of the individual task of as requested by the City.

G. QUALIFICATION SUBMITTALS

Qualification Packages shall be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City. The required submission materials include:

1. Firm's Qualifications
 - a. List of firm's key employees, their qualifications, and their role for the City services.
 - b. Firm's and employee's certifications and registration with regulatory agencies, professional organizations, etc. and include copy of licenses.
 - c. List firm's subconsultants, if any, their qualifications, and their role in this project.
 - d. List of firm's other current or recently completed similar services within the past two (2) years with other public or private agencies; include familiarity with federal requirements.
 - e. List and quantity of firm's (and firm's sub-consultants, if applicable) equipment that may be used in the performance of the work.
 - f. List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.
2. Other Required Forms: These forms are required of the firm and all sub-consultants:
 - Standard Form 330.
 - Summary of Litigation within the past five years.
 - Minority Business Enterprise Certification, if applicable. Include a copy of certification.
 - Addenda Acknowledgement, if applicable.
 - Company Information/Signature Sheet.

H. TIME SCHEDULE

The anticipated schedule of events related to this solicitation for professional engineering services is:

Date of RFQ	Request for qualifications published
14 days later	Last day for questions
21 days later	Statements of qualification are due
22 days later	Qualification statements distributed to selection committee
30 days later	Selection committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

I. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed above, including the firm's qualifications, location, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and may require oral presentations of firms. The City shall be the sole judge of the competency of Respondents.
2. A City selection committee will evaluate each respondent's qualifications and will short-list and recommend to the City Commission up to three firms in ranked order of qualifications based upon the selection committee's evaluation of the proposals and any client references. All Respondents shall be notified via Onvia/Demandstar or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final.
3. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

Evaluation Criterion	Maximum Points
1. Experience of the firm and project team • Related work experience of the firm • Related work experience of the project team • Familiarity with federal-aid requirements • Qualifications of the firm related to LAP projects • Certified Minority Business Enterprise • Affect of legal action against the firm	40
2. Project approach • Understanding of the scope of services • Quality and innovative approach to the project • Awareness of and approach to overcoming potential issues	30
3. Staffing • Staff qualifications • Subcontractor qualifications • Staff availability	30
Total	100

J. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

- a) A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
- c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- d) The bid protest **shall** be filed with the Purchasing Agent not later than three (3) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- e) The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF INSTRUCTIONS

COMPANY INFORMATION/SIGNATURE SHEET RFQ #1101

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

Individual Corporation Partnership Other (Specify)

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

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____
City of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

**K. (PROPOSED) CONTINUING CONSULTING AGREEMENT FOR
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
ROADWAY CONSTRUCTION AND DEBRIS MONITORING**

THIS AGREEMENT made and entered into this _____ day of _____, _____,
by and between the **CITY OF OCOEE, FLORIDA**, a political subdivision of the State of
Florida, hereinafter referred to as "CITY", and _____,
hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional engineering services to be performed on a
continuing and periodic basis as the need for such services may arise; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the
professional engineering services required, upon the terms and conditions hereinafter set forth,
and the CONSULTANT is desirous of performing such services upon said terms and conditions;
and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional
geotechnical engineering and testing services ("Services"), as further described below, for City
projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and
the rules and ordinances of the City, and this Contract shall constitute a continuing contract to
perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for CITY engineering services which
may include services in all phases of a Project. These Services may include, but are not limited

to, serving as the CITY's professional engineering services representative for the Project, providing professional construction engineering and inspection services for roadway construction, debris monitoring, and by itself or with Subconsultants furnishing customary civil, architectural, structural, mechanical, environmental, transportation, stormwater, irrigation, landscaping, and electrical engineering services, and other related services requiring professional engineering, as requested by the CITY.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for a period of five (5) separate terms, each of one (1) year duration, beginning on _____. Each one year term shall automatically be renewable for the next succeeding one year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent

upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the highest standards of professional geotechnical engineering and testing.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT) prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold

a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better.

The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Deductible Clause: The payment of such deductible, if any, shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.

b) Workers' Compensation Insurance: The CONSULTANT shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits as required by law for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the CONSULTANT shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the CONSULTANT shall provide, and cause each sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the CITY.

c) Public Liability and Property Damage Insurance: During the life of this Agreement the CONSULTANT shall maintain COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the CONSULTANT from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT, and the amounts of such insurance shall be the minimum limits as follows:

d) Automobile Bodily Injury Liability & Property Damage Liability

The policy and coverages shall include:

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the CONSULTANT is primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

- \$2,000,000 GENERAL AGGREGATE
- \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- \$1,000,000 PER OCCURRENCE
- \$1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The CONSULTANT shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the CONSULTANT's policy, as specified above.

g) Owner's Protective Liability Insurance: The CONSULTANT shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

h) Contractual Liability - Work Contract: The CONSULTANT's insurance shall also include contractual liability coverage. **NOTE: THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE.**

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 AGGREGATE

i) Professional Liability Insurance: \$1,000,000.00 (Design Errors and Omission)

j) Certificates of Insurance: The CONSULTANT shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured CONSULTANT, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a statement that the Insurer shall

mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including

the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

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

2. All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the CITY at:

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: City Manager

A copy of the notice shall be provided to the City of Ocoee, Department of Purchasing.

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of the CITY. The CITY may reuse the WRITTEN WORK at no additional cost, and the CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that CONSULTANT shall not be liable to the CITY for the CITY's additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by the CITY for the different project and the CONSULTANT utilizes the WRITTEN WORK.

2. The CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by the CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at the CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES

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

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the CONSULTANT as provided in this Agreement. The rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional geotechnical services as the CITY may desire.

2. Discrimination. The CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Agreement, with cause, as described above.

3. Compliance with Law. The CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto. The CONSULTANT shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

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

5. Compliance With New Regulations. To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for the CITY or the CONSULTANT to qualify for local, state, or federal funding the CITY may use to pay for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with such applicable local, state, or federal laws and regulations, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties. The CONSULTANT hereby grants a non-exclusive and fully paid license to the CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

7. Consultant Not Agent of City. The CONSULTANT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONSULTANT's relations with Subconsultants, or in any other manner whatsoever except as otherwise stated in a Services Authorization.

8. Subconsultants. The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ other firms, consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the CONSULTANT shall, 1) advise the CITY as to what particular Services the Subconsultants shall perform; and 2) advise the CITY as to what percentage of the total project services each Subconsultant shall be employed to do. The CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences between them. The CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from the CITY (which may be made by the CITY in its sole discretion). By accepting a Subconsultant, the CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the CONSULTANT for services rendered which may be in addition to outside of the Scope of any particular Services Authorization, unless and until the CITY has given written approval of such reimbursement.

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

11. Assignment and Delegation. The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions,

and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books. The CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

13. Overcharge. If it is established by the audit, or by any other means, that the CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations. The CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by the

CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees. The CONSULTANT warrants and represents 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 CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement. This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall constitute the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein.

17. Amendment. This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed by the parties.

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

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

20. Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

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

22. Force Majeure. The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

23. Remedies and Costs. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

24. Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or

other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Chapter 558, Florida Statutes The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement of any Services Authorization issued hereunder.

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

ATTEST:

Name: _____

ACCEPTED:

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

Name: Beth Eikenberry
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By: _____
Name: S. Scott Vandergrift
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND
LEGALITY this _____

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON ____, 20_____
UNDER AGENDA ITEM NO. _____.

FOLEY & LARDNER LLP

By: _____
City Attorney

TRUTH-IN-NEGOTIATION CERTIFICATE

The CONSULTANT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the CONSULTANT pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:

BY: _____
Print Name: _____
Title: _____

BY: _____
Print Name: _____
Title: _____

STATE OF FLORIDA }

COUNTY OF _____ }

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

WITNESS my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____