

ISSUE DATE: July 12, 2010

NOTICE
REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS
RFP #Y10-815-PH

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on August 17, 2010, for ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS.**

A Pre-Proposal Conference will be held **July 23, 2010, at 1:30 P.M.** at the **Engineering Division Conference Room, 9150 Curry Ford Road, Orlando FL 32925.** Interested Proposers are encouraged to attend.

Proposals will be accepted at:

Orange County Purchasing and Contracts Division
Internal Operations Centre II
400 East South Street, Second Floor
Orlando, Florida 32801
(407) 836-5635

Copies of the Request for Proposals may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may also be requested by phone (407) 836-5635 or faxing a request to (407) 836-5899.

NOTE: This Request for Proposals is available for downloading from the internet at orangecountyfl.net.

NOTICE TO PROPOSERS

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Patty Hobbs at (407) 836-5456.

RFP # Y10-815-PH
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REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS
RFP # Y10-815-PH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS.

INSTRUCTION TO PROPOSERS:

1. Firms or companies desiring to provide services, as described herein, shall submit Proposals in an original (clearly marked) and nine (9) copies (a total of 10 copies) not later than 2:00 P.M. local time August 17, 2010, to:

Orange County Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

A Pre-Proposal Conference will be conducted on July 23, 2010, at 1:30 P.M., Engineering Division Conference Room, 9150 Curry Ford Road, Orlando FL 32925. All interested parties are urged to attend.

2. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Purchasing and Contracts Division shall serve as the official authority to determine timeliness of the Proposal.
3. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**
4. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.

5. Proposers must submit ONLY the attached forms, lettered A through O, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J shall negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.

6. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
7. Proposers are instructed NOT to submit the standard GSA Form 254 or 255. Submittal of Forms 254 or 255 shall result in disqualification of your Proposal as non-responsive.
8. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
9. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
10. Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
11. Proposers must indicate on their Proposal envelope the following:
Request for Proposal Number Y10-815-PH
Date of Opening - August 17, 2010
Name of Proposer
Return Address of the Proposer
12. Proposers are hereby cautioned not to contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Purchasing and Contracts Division.
13. Questions concerning this Request for Proposals must be directed to Patty Hobbs, Senior Contract Administrator, (407) 836-5456 or email Patty.Hobbs@ocfl.net. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
14. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635. Scores of short listed firms will be available at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> following the Procurement

Committee Meeting. Proposers will not be notified.

15. Should technical concerns/questions arise outside the expertise of the Purchasing and Contracts Division, you will be asked to submit these questions in writing, no later than 4:00 p.m. on August 1, 2010 to:

Patty Hobbs, Senior Contract Administrator
Purchasing and Contracts Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801
Fax: (407) 836-5899

16. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager of Purchasing and Contracts Division.
17. The selected firm must provide the Drug Free Workplace Form (Form L), in accordance with Florida Statute 287.087, prior to contract award.
18. The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.
19. SOLICITATION CANCELLATIONS

Orange County reserves the right, and the Manager of Purchasing and Contracts Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.
3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline

for receipt of Proposals.

5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**
 - A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
 - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
 - C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements. The contract solicited through this RFP is estimated to be valued under \$500,000 and therefore, graduate M/WBE's are ineligible to participate. It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.
 - D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business

Development Division for information on acquiring and applying the credits.

- E. Proposers **must submit signed Letter of Intent** (Form M) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subconsultant.
- F. The awarded prime consultant's responsibilities and requirements are itemized below:
 - i. Incorporate a 72 hour prompt payment assurance provision and payment schedule in all contracts between the prime and subconsultants.
 - ii. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
 - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
 - iv. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.
 - v. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the county, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.
 - vi. The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on Form B with the Business Development Division.

- 9. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.

10. Any Proposer who submits in its Proposal to the County any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
11. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, rank by score, highest to lowest, will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to lobbying and protests can be found at the following site:

Orange County Lobbyist Regulations General Information –

<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award.

The Board of County Commissioners may void any Contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

12. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.
- b. **Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.** This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation.

Also, a listing of the most frequently asked questions concerning this form is attached for your information.

13. Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.
14. Form I, as edited 11/20/02, Conflict/Non-Conflict of Interest and Litigation Statement, shall be completed and signed. Additional requested information shall be attached, if applicable.
15. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
16. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
17. Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE). Form B is provided for this information.
18. Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the over-all work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contract execution.

Requests for substitution of subconsultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

19. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
20. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare recipients residing in Orange County, Florida as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete Form WR (attached) listing the number of welfare recipients to be hired fulltime and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after contract award, the Proposer shall provide the names of individuals hired with verification from One Stop Career Center, 1097 Sand Pond Road, Suite 1001, Lake Mary, FL 32746 (Attention: Joyce Hinton) Phone (407) 531-1225 x7013.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

22. CONTRACT AWARD CRITERIA – Project Specific Professional Service. The County will award a single contract for this requirement.
23. The Project Manager and Project Engineer must be two different individuals. The Project Mananager must be currently employed by the Prime Consultant, and both must be a Professional Engineers registered in the State of Florida.
24. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquires may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

25. WEIGHTED CRITERIA

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Project Engineer (Form E)	10
Skills and Experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

26. SIMILAR PROJECTS

“Similar Projects” for the purposes of this Request for Proposals has been defined as:

Project Type “A”

All projects submitted, as Type A must have been an infrastructure improvement project in an existing residential subdivision with at least 50 residential lots. The improvements must have included all of the following:

- a. Replacement and /or upgrade of the existing roadway and storm water collection system;
- b. Potable water system improvements that included the rehabilitation or new installation of a minimum of 500 linear feet of 6-inch or larger diameter pipe; and,
- c. Sanitary sewer collection system improvements that included upgrade or installation of a minimum of 500 linear feet of 8-inch or larger diameter gravity pipe.

Project Type “B”

All projects submitted as Type B must have consisted of a replacement and/or upgrade of an existing roadway and storm water collection system for a residential subdivision with at least 50 residential lots.

Project Type “C”

All projects submitted as Type C must have been potable water system improvements that included the rehabilitation or new installation of a minimum of 500 linear feet of 6-inch or larger diameter pipe, OR sanitary sewer collection system improvements that included the rehabilitation or new installation of a minimum of 500 linear feet of 8-inch or larger diameter gravity pipe.

Each Project Type shall illustrate the following elements have been completed:

1. Preliminary Design
2. Final Design including Preparation of Construction Drawings and Technical Specifications
3. Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies)
4. General Construction Administration Services (construction must be substantially complete to demonstrate this element).

For the Project Manager: The project will receive consideration for **one (1) point** if all **four (4) elements** were successfully completed. The project will receive consideration for **half (1/2) point** if **three (3) elements** were successfully completed. The project will receive **zero (0) points** if less than three elements were successfully completed.

For the Project Engineer: The project will receive consideration for **one (1) point** if all **four (4) elements** were successfully completed. The project will receive consideration for **half (1/2) point** if **three (3) elements** were successfully completed. The project will receive **zero (0) points** if less than three elements were successfully completed.

The following criteria shall apply:

1. The Project Manager shall submit at least one Project Type A and one Project Type B,, and score a minimum of one point on each project. **If the projects submitted for the Project Manager fail to comply with this requirement, the entire proposal shall be non-responsive.**
2. The Project Engineer shall submit at least one Project Type A and one Project Type B, and score a minimum of one-half point on each project. **If the projects submitted for the Project Engineer fail to comply with this requirement, the entire proposal shall be non-responsive.**
3. The Project Manager and Project Engineer may submit the same projects.
4. Substantial completion is defined as the owner having beneficial use of the project.
5. An individual shall be considered the project manager of a project only if the individual actually performed the day-to-day management of the project for at least 70% of the project duration.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are identified and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.

Note: Determination of a project as similar shall be at the sole discretion of the County.

27. EXPERIENCE OF THE PROJECT TEAM

It is the responsibility of the Proposer to verify sub consultants and/or other team member's satisfactory performance on previous Orange County projects

28 VOLUME OF WORK

The county shall evaluate information in its "Volume of Work" database to determine the Proposers' scores for the Volume of Work criteria. This information is available on-line at <http://www.ocfl.net/ServicesOnline/ContractInformationOrangeBids/VolumeofWorkReports.aspx>. **This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to**

those purchase orders and task authorizations. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation is based on the budget amount for professional services. The end date for volume of work calculation is the date set for receipt of proposals.

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2009 to April 1, 2011	\$	X	1.0	=	\$
(2) First Year Past: 10/01/08- 9/30/09	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/07- 09/30/08	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/06-09/30/07	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

Proposers are cautioned that they are responsible for confirming the accuracy of their volume of work data prior to the time and date set for receipt of proposals.

29. ORAL PRESENTATIONS

At this time, oral presentations are not contemplated for this procurement.

30. PROCEDURES AFTER RECEIPT OF PROPOSALS

- a. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.
- b. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Purchasing and Contracts Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>. Upon expiration of the period allowed for protests, the item will be scheduled for the consideration at an upcoming Board of County Commissioners' meeting. If oral presentations are required, the short-listed firms will be notified of the presentation procedures and schedule. If oral presentations are not required, the short-list will be provided to the Board for discussion and approval.

31. COST AND PRICING DATA

The County shall require the selected Consultant to provide the following documentation to support the negotiated fee Proposal as a condition precedent to the execution of the Contract:

- a. A current audited financial statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.

- b. Raw labor rates by labor classification certified as accurate by an officer of the company.
- c. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- d. Summary of fees for services to be provided by subconsultants.
- e. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- f. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- g. Project schedule.
- h. Breakdown of all out-of-pocket and/or direct expenses.
- i. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications.

32. SUPPORTING DOCUMENTATION

The County shall require the selected Consultant to provide the following documentation to support the negotiated Proposal.

- a. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- b. Billable hourly rates for each proposed sub-consultant developed by multiplying the raw labor rates by the breakeven multiplier. This information must be certified by an officer of the firm. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs. The profit or operating margin must be clearly indicated
- c. Valid insurance certificate(s) evidencing contractually required coverage.

33. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.
- b. The overall ranking of all proposals.
- c. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- d. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- e. If applicable, a summary of the rationale for award.
- f. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

Request for Proposal Holden Heights Community Improvements – Phase 4

This project is for final engineering services required for construction of a sanitary collection system and stormwater system within the Holden Heights phase 4 neighborhood. This project includes all final design engineering services including construction document preparation, permitting, bidding assistance and construction administration.

Project Purpose

The Orange County Utilities and Public Works Departments propose to develop final engineering design documents for comprehensive infrastructure improvements and redevelopment in the Holden Heights neighborhood around Lake June within the unincorporated limits of Orange County. The location of the Holden Heights phase 4 improvements is generally the area bounded on the west by South Orange Blossom Trail, on the east by Westmoreland Drive, on the south by Kaley Avenue, and on the north by Grand Avenue. The Lake June neighborhood improvement area is predominately occupied by single-family residential buildings with commercial buildings located along the OBT frontage.

The project objectives are to provide professional engineering services including final construction document preparation, permitting, bidding assistance and construction administration based on all geotechnical and ecological reports and surveys previously prepared for this project including reports prepared and other preliminary engineering activities currently being completed under separate contract.

Potential improvements include: road, sidewalk, street lighting, traffic calming, stormwater drainage, water and sewer utilities, lake water quality and environmental improvements, neighborhood parks and recreation facilities, and others.

The preparation of the comprehensive infrastructure improvements will be accomplished through an engineering services contract and the subject RFP for final engineering services. At a minimum, the professional services shall include the following:

- Stormwater engineering analysis for the final design of the stormwater ponds and secondary collection system.
- Potable water and sanitary sewer engineering analysis for the final design of potable water system piping improvements and a new sanitary sewer collection system including connection of property's currently utilizing on-site septic systems and abandonment of existing septic systems.
- Engineering analysis for the final design of road, sidewalk, street lighting, parks/landscape improvements.
- Construction plan, specification and bid document preparation.
- Local, State and Federal permitting.
- Water and soil quality assessment and recommendations.
- Identification of funding sources to accomplish an equitable distribution of costs.

SCOPE OF WORK – STORMWATER, DRAINAGE AND ROADWAY IMPROVEMENTS

Engineering Design Services:

The objective of this project is to create final design drawings and to permit the designed system with the necessary regulatory agencies. Final products of this work include permitted construction drawings, specifications, right of way maps, required legal exhibits, and final engineer's cost estimate.

Submittals, milestone and required meetings, may include all or some of the following:

- a. Review past data, existing studies, historical problems and environmental concerns collected by Orange County staff and others. Review previous reports all the geotechnical and ecological reports and surveys that was prepared for this project. Utilize these reports for designing the project. Procure, review and analyze relevant and previous analysis and/or studies. Evaluate previous analysis and if necessary add more detail, new analysis, data gathering, and modeling.
- b. The consultant shall prepare all plans, specifications, engineer's estimate, and right-of-way/easement documents necessary for a complete bid package to award a contract for construction. If needed, this submittal shall include all necessary temporary construction easement documents. All calculations, design parameters, field surveys, and construction plans shall be submitted in English Standard Units.
- c. Conduct necessary supplemental field survey if needed for the development of plans, specifications and right of way documents. Field surveys shall include the location of all utilities in the field by the use of a utility location service.
- d. The Consultant is responsible for preparation and submittal of all necessary permits required for construction, including stormwater, consumptive use, dredge and fill, and others. The consultant is responsible for the preparation of formal responses for all necessary "Request for Additional Information" (RAI) from regulatory agencies.
- e. The consultant if required to conduct one (1) or more public meetings.
- f. An NPDES permit application shall be prepared and submitted to the Environmental Protection Agency with a copy to the County.
- g. The consultant is required to prepare a schedule for accomplishment of the project that reflects the time in days or weeks for completion of the design phase, the bidding phase and the construction of the Project. The schedule shall identify and address accomplishment of each major milestone enumerated in the scope of work. Assume a County review time of four (4) weeks for each submittal.
- h. The consultant is required to submit a chart that depicts the organizational hierarchy of the Project team. The Chart shall contain names, title and responsibility of each team member and depict the flow of communication and responsibility for task performance.

The Consultant should note at the minimum the following procedures to be adhered to during the Final Design.

- i. 60% Design including but without limitations:
 1. Updated preliminary ROW map.
 2. Hydraulic Gradeline calculations to confirm design level of service for the stormsewer system..
 3. Plan and Profile for the limits of design to include:
 - a. Title Sheet.
 - b. Water and Sewer Key Map Sheet.
 - c. Storm Sewer Key Map Sheet
 - d. General Notes.
 - e. Summary of Quantities.
 - f. Drainage Map.
 - g. Drainage Structure Sheets.
 - h. Plan and Profile Design.
 - i. Cross Sections.
 - j. Detail Sheets
 - k. Pond Grading
 - l. Utility Location Sheets.
 - m. Erosion Control Plan.
 - n. Landscape Plan, Tree Removal and/or Wetland Planting Plan.
 - o. Updated cost estimate.
 - p. Drawing Index, Abbreviations and Symbols.
 - q. Survey Reference Points.
 - r. Roadway Typical Section.
 - s. Pond Typical Sections and Details.
- ii. Public Information Meetings to inform area residents of project details and to receive public input.
- iii. 90% Design including but without limitations:
 1. Construction Plans:
 - a. Title Sheet.
 - b. Water and Sewer Key Map Sheet.
 - c. Storm Sewer key Map Sheet.
 - d. General Notes.
 - e. Summary of Quantities.
 - f. Drainage Map.
 - g. Drainage Structure Sheets.
 - h. Plan and Profile Design.
 - i. Cross Sections.
 - j. Detail Sheets.
 - k. Pond Grading.
 - l. Utility Location Sheets.
 - m. Erosion Control Plan.
 - n. Landscape Plan, Tree Removal and/or Wetland Planting Plan.
 - o. Drawing Index, Abbreviations and Symbols.
 - p. Survey Reference Points.
 - q. Roadway Typical Section.
 - r. Pond Typical Sections and Details.
 2. Technical Specifications and Quantity Computations/Estimates.

3. Stormwater Pollution Prevention Plan.
 4. Obtain all necessary Local, State, and Federal permits.
- iv. Final Design including without limitation:
 1. Approval of Final Design.
 2. Prepare Bid Schedule
 3. Final Engineer's Cost Estimate.
 4. Final ROW Map.
 5. Required Legal Descriptions and/or Exhibits.
 - v. Constructability review of project plans.
 - vi. Copies of all supplemental survey data indicating the location, number, type, size, and invert elevations of all structures. Also copies of the profile and cross-sectional surveys of the study area will be provided. Field notes of surveys shall be recorded in books issued by, and to remain the property of, the Survey Section of the Orange County Engineering Division. All survey work must be done in accordance with Chapter 21 HH-6, Florida Administrative Code, and the Minimum Technical Standards of Land Surveying in the State of Florida as adopted by the Florida State Board of Land Surveyors. Survey notes may be used as evidence in court and will represent a legal and official map of the area; therefore, all work and information provided shall be correct and accurate in order to comply with the certification now required of a professional surveyor.
 - vii. Listing of all the computer data input and output in electronic format.

Public Relations:

The purpose of the Public Relations program is to notify all owners of property adjacent to the proposed route of pipeline (utility infrastructure) construction.

1. Attend Public Relations program kick-off meeting.
2. During the bidding phase:
 - Design, produce and distribute public meeting announcement fliers (four color process on glossy white 8 ½" X 11" recycled paper).
 - Develop a mailing list of all affected residents (assume 200 residents) within the project limits.
 - Attend flier coordination meeting to review and discuss County comments regarding the draft flier.
3. Plan, organize and conduct a pre-construction Public Meeting.
 - Prepare display boards/meeting exhibits delineating construction alignments, construction phasing and scheduling and estimated property owner costs (County will determine the applicable costs involved).
 - Make necessary arrangements for suitable meeting place and notify respective Contractor and County attendees.
 - Conduct Public Meeting

- Prepare and distribute meeting minutes to Contractor and County attendees.
4. Prior to construction start:
 - Design, produce and distribute pending construction notification fliers (four color process on glossy white 8 ½ " X 11" recycled paper).
 - Attend flier coordination meeting to review and discuss County comments regarding the draft flier.
 5. During the construction phase (approximately 10 mos. duration):
 - The Public Relations Officer shall attend monthly progress meetings; prepare a monthly progress update (printed in black & white and made available for pick-up by the residents).
 - The Public Relations Officer shall develop a customer "Hot-Line" to field and respond to resident complaints and concerns.

Permitting:

1. Prepare and submit all required Project related permit applications and supporting documentation necessary to obtain required permits for construction and operation of the Project from all agencies (for example Florida Department of Environmental Protection, Florida Department of Transportation, County Public Works Department, Water Management Districts, etc.) with jurisdiction over the Project.
2. Prepare letters and supporting maps and submit documents to the St. Johns River Water Management District and the Army Corps of Engineers requesting delineation of jurisdictional wetlands in the area of the project, if required.
3. Prepare and submit a letter and supporting documents to the FDEP Surveying and Mapping Department requesting a determination of "State Sovereign and Submerged Lands" and subsequent authorization to perform directional drilling activities, if required.
4. Respond to all requests for additional information from permitting agencies.
5. Pay fee for all permits. Orange County will reimburse fees paid by the Engineer.

Bidding Assistance:

1. Furnish thirty (30) sets of 22-inch by 34-inch sheet size, construction drawings, one (1) unbound, single page-sided, set of technical specifications with index of Specification Sections and Index of Construction Drawings, Bid Schedule and any Special Provisions to the County for use during the bidding phase of the Project.
2. Attend a pre-bid conference, prepare minutes of the pre-bid conference and submit to County.
3. Consider written questions from bidders related to the Project and prepare all addenda as required to interpret, clarify or expand the Bidding

- Documents. Submit addenda to County in a timely manner that allows reception of addenda by all bidders no later than a minimum of three (3) days prior to bid opening date.
4. Review and evaluate the three (3) low bidder's unit prices, verify bidder's experience and all references, prepare a tabulation of bids and make recommendations to the County Project Manager regarding the award of the construction contract.

Construction Administration:

The County provides construction inspection. The engineer will provide general construction administration for the Project that includes provision of consultation and advice. All instructions to the Contractor(s) shall be issued through the County. The following tasks will be accomplished during the construction phase. The construction phase shall initiate the day after the Board of County Commissioners has awarded the construction contract.

1. Modify bidding documents, if required, and obtain all County required and contractor executed documents; provide the County fifteen (15) sets of the "Confirmed" construction drawings and complete Project Manuals (the Contract Documents) for the County's use during the construction phase of the Project.
2. Plan, organize and conduct a pre-construction conference; distribute Confirmed Contract Documents, take meeting minutes and distribute written minutes to all attendees.
3. Review and approve shop drawings and product submittals for conformance with the Contract Documents.
4. Attend monthly construction progress meetings, take meeting minutes and distribute such minutes to all attendees. Concurrently on the day of the monthly constructions progress meeting, observe the construction of the Project and discuss any concerns with the County.
5. Provide clarification and interpretation of the Contract Documents when requested.
6. If requested by the County, evaluate any requests for changes in contract price and time made by the Contractor and prepare as many as two (2) change orders if required.
7. Conduct substantial and final completion inspections of Project and prepare appropriate "punch lists".
8. Prepare record drawings incorporated changes made during construction based on record information furnished by the Contractor; provide to the County, three (3) sets of prints of the record drawings and an electronic file of the record drawings utilizing the AutoCAD Civil 3D 2009 format. Additionally

provide an electronic file of scanned images of the record drawings in the "Tiff" and "PDF" file format.

9. Prepare necessary documents and submit the Project certification of completion and any necessary partial certifications to the FDEP

SCOPE OF WORK – POTABLE WATER AND SANITARY SEWER SYSTEM IMPROVEMENTS

Engineering services shall provide design drawings and specifications that meet or exceed the requirements of the Department's Standards and Construction Specifications Manual (Manual) and insure the proposed water main, reclaimed water main and force main (and pump station, if applicable) are within the right-of-way, easement, or asset (i.e. pump station, etc.) site boundaries. Services required include addressing the following scope of work:

- Task 100 Preliminary Engineering – SERVICES NOT REQUIRED;
- Task 200 Surveying – SERVICES NOT REQUIRED;
- Task 300 Geotechnical Investigation – SERVICES NOT REQUIRED ;
- Task 400 Ecological Investigation – SERVICES NOT REQUIRED;
- Task 500 Construction Documents;
- Task 600 Public Relations: Community Meeting/Public Notification-Flier Production and Mailing Procedure;
- Task 700 Bidding Assistance; and
- Task 800 Construction Administration Services.

TASK 500 - CONSTRUCTION DOCUMENTS

The construction documents shall be complete and meet all requirements for construction contract competitive bid formulation and subsequent construction of the Project. All documents shall comply with the current requirements of the Manual. Provide quality assurance and "constructability" review prior to all submittals to the Department. Design services will include 60%, 90%, and 100% document submittals, survey, geotechnical investigation, ecological investigation, and permitting.

Subtask 510 – 60% Level of Completion

Shall be defined as a complete set (all sheets that will be in the bid package) of plan and profile drawings indicating all survey and topographic information, all existing utility locations, all main connections, all applicable construction details and a preliminary draft of all sections of the technical specifications, and an opinion of the probable construction cost. If in the opinion of the project manager (PM) the 60% level of completion is not met, the submittal shall be resubmitted. In this case the reason will be provided by the PM for the resubmittal.

1. Submit seven (7) printed sets and a digital copy as a single PDF file of construction drawings and technical specifications.

2. Submit all survey field notes and other pertinent survey data in electronic format. The Surveyor shall be totally responsible for the QA/QC process of their services. Data shall include but not be limited to the following:
 - A. Computations – Traverse closures and control coordinates
 - B. Electronic files of data collected, control, title search of public records, last deeds of records or other data utilized in the survey effort.
 - C. Survey Map Report
 - D. Submit (3) copies of Easement Boundary Surveys signed and sealed and a single PDF file for all of these surveys.
3. Horizontal and vertical controls shall be shown on the design drawings sufficiently to determine locations and elevations for the contractor to establish his work and shall be labeled as Horizontal or Vertical Control, state the name of the Surveyor that set the controls, state the date of survey, and identify the type of monument. The Drawings shall state what datums were used to set the controls shown on the Drawings.
4. Boundary surveys shall be shown on the construction drawings.
5. The baseline with state plane coordinates and elevations shall be shown on the plan and profile sheets. Stations and offsets from the baseline to the proposed mains shall be shown. Baselines shall be established parallel with the road right-of-way and easement boundaries and shall have state plane coordinates at all changes in direction. Found or set monuments for rights-of-ways, easements, or pump station sites shall be adequately depicted on the construction drawings.
6. Prepare drawings to include all required plan and profile views and all necessary construction details and notes. Prepare the technical specifications for the project manual.
7. All existing utilities shall be shown on the plans in accordance with the CI/ASCE 38-02, ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Existing utilities shall be identified with a utility quality level by an appropriate abbreviation and legend. In addition, place the Drawing note, index notes, legend and abbreviations, and a horizontal and vertical data table in accordance with CI/ASCE 38-02 Utility Quality Level Information Index on the plan and profile drawings (see Tables 3, 4, and 5).

NOTE: This drawing was prepared in conformance with ASCE standard CE/ASCE 38-02" American Society of Civil Engineers Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

Table 3

CI / ASCE 3802 SUBSURFACE UTILITY QUALITY LEVEL INDEX

1. Quality Level A (QLA): Utility information which has been visually verified, survey located (both horizontally and vertically) and accurately

reduced onto these drawings. This is typically shown as a HV verification excavation hole.

2. Quality Level B (QLB): Utility information derived by marking the approximate surface horizontal location of utility using electronic methods. Marking is subsequently field survey located and accurately reduced onto these drawings.
3. Quality Level C (QLC): Utility information obtained as below for quality level D, plotted to correlate with surface utility features which have been field verified, survey located and accurately reduced onto these drawings. Included in this category are aerial utility information and utility depictions, which in the professional opinion of the subsurface utility engineer, represent the most probable approximate horizontal location, type and / or existence of a utility.
4. Quality Level D (QLD): Utility information plotted on the drawing based solely on record information, individual recollections or the existence of utility service. It shall be noted that all information shown (other than at test hole locations, see QLA above) with reference to a utilities size, capacity, material composition, condition or service status shall be considered QLD even though the utility may be plotted and labeled QLC or QLB.

Table 4

LEGEND AND ABBREVIATIONS

QLB	=	Quality Level B
QLC	=	Quality Level C
QLD	=	Quality Level D
--WM--	=	Water Main
--SAN--	=	Sanitary Sewer
CO	=	San. Clean-Out
--FM--	=	WW Force Main
--RWM--	=	Reclaimed WM
--UT--	=	Buried Telephone
--OH TEL	=	Overhead Telephone
--UFOC--	=	Buried Fiber Optic Cable
--UE--	=	Buried Elect. Cable
--OH ELEC--	=	Overhead Elect. Cable

Table 5

**Utility Quality Level A
Horizontal and Vertical Data Example**

Location ID	Horizontal Coordinates	Elevation (ft)	Utility Owner	Size & Material
HV-1	N 1363520 E 2221723	110	Florida Gas	2" galv
HV-2	N 1363521 E 2221724	108	AT&T	1" cable
HV-3	N 1363520 E 2221727	106	OCU	6" PVC

Survey field work for HV locations was performed on "date"

The date of the field work shall be depicted with the Subsurface Utility Data. ***Failure to properly locate utility quality level A utilities may require the Engineer to pay all incidental costs for moving the proposed pipe(s) as a result from existing utility location errors shown on the plans or the lack thereof.*** Utility quality level A locations and attribute information are required for existing utilities named as follows:

- A. all utilities along the proposed pipe within 10' from either side of the centerline of the proposed pipe at minimum intervals of 100',
- B. proposed pipe crossings of existing utilities, and
- C. proposed pipe connections to existing utilities

- 8. Present verification that Sunshine One was notified.
 - A. Utilities listed with match design ticket provided by SSOCOF One Call.
 - B. Copies of letters to utilities sent requesting markups
 - C. Follow-up with utilities that did not respond by date requested verified
- 9. A physical walk-through of the proposed pipe(s) route shall be made by the Orange County Utilities construction inspector, PM, and the Engineer prior to the 60% review meeting.
- 10. The Engineer shall include in the Construction Document Technical Specifications the current Section 01720, Project Record Documents and Survey, (Utilities' CIP General Requirements specification) and if applicable, Section 01516, Collection System Bypass.
- 11. Design drawings and specifications shall be in accordance with the Manual. Any modifications to the Manual's Standard Drawings shall be noted.
- 12. Provide the Engineer's Estimate of Probable Cost.

13. Meet with the Department to discuss the 60% submittal, prepare a written list of Department comments, submit to Department for verification and subsequently revise the construction documents per the Department's comments.
14. Coordinate with the Orange County Public Works Department (Public Works). Submit one (1) printed set of 60% construction drawings as a separate submittal package with cover letter for review and comment to each:
 - A. Manager of Development Engineering Division,
 - B. Manager of the Roads and Drainage Division and
 - C. Manager of the Public Works Engineering Division
15. Incorporate Public Works comments into the drawings and specifications after approval by the PM. An email shall be submitted by the Engineer verifying whether each of the preceding Public Works Divisions have reviewed and commented on the Drawings.

Subtask 520 - 90% Level of Completion

Shall be defined as a complete set the construction drawings and technical specifications including the Bid Schedule that will allow the Project to be bid, the entire Department's 60% review comments were addressed, and an opinion of the probable construction cost. If in the opinion of the PM the 90% level of completion is not met, the submittal shall be resubmitted. In this case the reason will be provided by the PM for the resubmittal.

1. Submit seven (7) printed sets and a digital copy as a single PDF file of construction drawings and technical specifications.
2. The Engineer shall indicate fittings on the construction plans for pipe deflections. PVC pipe shall be designed with no pipe deflections and shall have fittings for all bends.
3. An electronic blank file of the Record Drawing Asset Attribute Data Table (see Table 4) in Excel format will be provided by UTILITIES to the ENGINEER upon request. The ENGINEER shall insert the asset identification numbers for each of the designed assets in the proper worksheet. For example, plug valve identification number in the valve worksheet.
4. Provide the Engineer's Estimate of Probable Cost.
5. Identify all assets on the drawings with a unique numbering procedure. The first two digits shall be the drawing sheet number followed by a dash. The next number is the number of the asset. Utility assets and infrastructural features shall be labeled on the PLANS with unique identification numbers in order to create a link between the PLANS and the As-Built Asset Attribute Data Table. The project assets include all of the applicable assets listed in Table 1 Minimum Survey Accuracies per Asset (Water, Wastewater, Reclaimed Water and Existing).
6. The Engineer shall prepare and submit a QA/QC engineering review checklist. The Engineer shall be totally responsible for the QA/QC process of their services.

7. Meet with the Department to discuss the 90% submittal, prepare a written list of the Department's comments and submit to Department.
8. Permitting
 - A. Prepare and submit all required Project related permit applications and supporting documentation necessary to obtain required permits for construction and operation of the Project from all applicable agencies (Florida Department of Environmental Protection, Florida Department of Transportation, County Public Works Department, County Building Department, Water Management Districts, Railroad, etc.) with jurisdiction over the Project.
 - B. Respond to all requests for additional information from permitting agencies.
 - C. All permit fees are to be included in the engineering fee compensation. The Department will reimburse permit fees paid by the Engineer.
9. Red-line a set of plans showing the Departments 90% review comments. Red-line and flag each page of the specification showing the Department's 90% review comments.
10. Submit the red-lined documents to the PM for their submittal to the Department's Design Review Group (DRG). Do not make changes to the project documents until instructed by the PM. The DRG will perform a final review. Any final comments will be transmitted by the Department's PM to the Engineer. Incorporate all final comments into the drawings and specifications.

Table 6
Record Drawing Asset Attribute Data Table

General Information Worksheet

	A	B	C
1	Date of submittal	12/3/2009	
2			
3	Collection Date	12/3/2009	
4			
5	Project Name	123456	
6			
7	Surveyor Name	Joe Surveyor	
8			
9	Surveyor License	654321	
10			
11	Surveyor Company	Your Company	
12			
13	Project Number	2468	
14			
15	*Worksheet columns that are hidden are grayed out are for Contractor use only.		
16	**Worksheet tabs and columns that are hidden are for Orange County Utilities internal use only.		
	General Info	Hydrant	Valve
		Manhole	Meter
		Fitting	Cleanout
		Pipe	Pump Station

Cleanout Worksheet

	A	C	D	E	H
1	ID Number	Easting	Northing	Elevation	Comments
2	6-15	535898.3040	1491144.0450	0.00	
3	6-27	505962.0207	1474906.7832	0.00	
◀ ▶ ▶ ▶ ▶ \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existir ▶					

Existing Orange County Utility Crossing Worksheet

	A	C	D	E	F	G	H	I
1	ID Number	Easting	Northing	Pipe Elevation	Crossing Elevation	Main Type		
2	9-33	1475448.92	538024.96	81.5	89.56	Force Main		
3	9-34	1475487.58	538055.74	79.74	81.45	Water main		
4	9-35	1475470.75	538166.01	79.46	90.34	Reclaimed Water Main		
◀ ▶ ▶ ▶ ▶ \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility Crossing ▶								

Fitting Worksheet

	A	C	D	E	F	G	L
1	ID Number	Easting	Northing	Elevation	Fitting Type	Main Type	Comments
2	15-8	538549.20	1475457.69	78.94	Bend 90°	Force Main	
3	15-10	538544.73	1475457.74	78.94	Tee	Water Main	
4	15-13	538544.36	1475467.92	79.02	Reducer	Reclaimed Water Main	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility							

Hydrant Worksheet

	A	C	D	E	H	I
1	ID Number	Easting	Northing	Elevation	Manufacturer	Comments
2	12-1	535896.7840	1491359.5830	0.00	Mueller	
3	12-2	536062.0800	1491360.9250	0.00	Mueller	
4	12-3	509643.9000	1481344.6000	0.00	Mueller	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ E ▶						

Manhole Worksheet

	A	C	D	E	F	G	H	I	J	K	L	M	P	Q
1	ID Number	Easting	Northing	Rim Elevation	Invert Elv N	Invert Elv NE	Invert Elv E	Invert Elv SE	Invert Elv S	Invert Elv SW	Invert Elv W	Invert Elv NW	Manufacturer	Comments
2	16-19	535898.3040	1491144.0450	96.31	91.56	88.81			88.71		88.61		Hanson	
3	16-27	505962.0207	1474906.7832	92.76		86.83				86.85			Old Castle	
4	16-28	506130.5461	1475093.6556	91.00				85.95		86.17		87.2	Hanson	
5	16-40	505993.3960	1475243.3448	92.36				88.8					Old Castle	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility Crossing ▶														

Meter Worksheet

	A	C	D	E	K	L
1	ID Number	Easting	Northing	Elevation	Main Type	Comments
2	4-7	535887.9435	1491394.7730	0.00	Water Main	
3	4-8	536787.1234	1491355.7730	0.00	Reclaimed Water	
4	4-8	535821.9988	1491394.7730	0.00	Force Main	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ E ▶						

Monitoring Well Worksheet

	A	C	D	E	H	I	J	K
1	ID Number	Easting	Northing	Elevation	Comments			
2	21-70	1475448.92	538024.96	81.5				
3	21-71	1475487.58	538055.74	79.74				
4	21-72	1475470.75	538166.01	79.46				
◀ ▶ ▶ ▶ ▶ \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility Crossing \ Monitoring Well ▶								

Pipe Worksheet

	A	C	D	E	I	K	L	M	N	O
1	ID Number	Easting	Northing	Elevation	Main Type	Type of Shot	Construction Method	Material	Manufacturer	Comments
2	7-1	1475448.92	538024.96	81.5	Water main	Shot on Pipe	Open Cut	PVC	Diamond	
3	7-2	1475487.58	538055.74	79.74	Water main	Bore & Jack (Casing)	Open Cut	DIP	American	
4	7-3	1475470.75	538166.01	79.46	Water main	Restraint Joint Limit	Open Cut	HDPE	NAPCO	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility Crossing ▶										

Property & Easement Corner Worksheet

	A	C	D	E	F	G
1	ID Number	Easting	Northing	Elevation	Boundary Corner Type	Comments
2	11-10	1475448.92	538024.96	0	Easement	
3	11-11	1475487.58	538055.74	0	Easement	
4	11-12	1475470.75	538166.01	0	Property	
5	11-13	1475470.75	538166.01	0	Pump Station Site	
◀ ▶ ▶ ▶ ▶ \ General Info \ Hydrant \ Valve \ Manhole \ Meter \ Fitting \ Cleanout \ Pipe \ Pump Station \ Well \ Boundary Corner \ Existing OC Utility Crossing ▶						

Pump Station Worksheet

	A	C	D	E	K
1	ID Number	Easting	Northing	Elevation	Comments
2	20-54	1475448.92	538024.96	0.00	
◀ ▶ ▶ ▶ \ General Info / Hydrant / Valve / Manhole / Meter / Fitting / Cleanout / Pipe / Pump Station / We					

Valve Worksheet

	A	C	D	E	F	G	L	M	N
1	ID Number	Easting	Northing	Elevation	Valve Type	Main Type	Valve Size	Valve Manufacturer	Valve Model #
2	14-7	535887.9950	1491394.7730	96.74	Gate	Water Main	12	Mueller	123456
3	14-7	535884.7480	1491396.1010	91.27	Plug	Reclaimed Water Main	12	Mueller	248809
4	14-8	535883.6870	1491393.4900	92.18	ARV - Combination	Force Main	2	Mueller	654321
◀ ▶ ▶ ▶ \ General Info / Hydrant / Valve / Manhole / Meter / Fitting / Cleanout / Pipe / Pump Station / Well / Bound <									

	O	P	Q	R	S	T
	Direction of Opening	# of Turns to Close	Gear Actuator	Side Actuator	Actuator Manufacturer	Comments
	Right	1/4	Yes	No		
	Right	20	Yes	No		
	Left	30	No	No		
Info / Hydrant / Valve / Manhole / Meter / Fitting / Cleanout / Pipe / Pump Station / Well / Bound <						

Well Worksheet

	A	C	D	E	K
1	ID Number	Easting	Northing	Elevation	Comments
2	18-67	1475448.92	538024.96	81.5	
◀ ▶ ▶ ▶ \ General Info / Hydrant / Valve / Manhole / Meter / Fitting / Cleanout / Pipe / Pump Station / Well /					

Subtask 530 - 100% Level of Completion

Shall be defined as a complete set the construction drawings and technical specifications including the Bid Schedule that will allow the Project to be bid and all of the Department's 90% review comments were addressed.

1. Submit three (3) hard copy sets of 100% complete construction drawings and technical specifications.
2. Submit one (1) set of 100% complete construction drawings to the Department's GIS Section to assign asset numbers.
3. Submit a copy of the drawings and specifications in electronic format as .pdf documents on a CD.
4. Submit a copy of the drawings in electronic AutoCAD™ format (.dxf or .dwg) and a copy of the Specifications in Microsoft Word™ format on a CD
5. Prepare and provide the Engineer's Estimate of Probable Cost, signed and sealed by a State of Florida Registered Professional Engineer.

TASK 600 - PUBLIC RELATIONS: COMMUNITY MEETING/PUBLIC NOTIFICATION-FLIER PRODUCTION AND MAILING PROCEDURE

1. Following the 90% level of completion and before advertising for construction bids, the Engineer shall prepare and conduct a pre-construction community meeting to discuss the proposed construction with the affected community.
2. PM establishes date for the community meeting and coordinates with District Commissioner's Office.
3. Engineer identifies a location (typically an Orange County public school) for the community meeting that is in proximity of the proposed construction, and provides location to PM.
4. Engineer identifies properties adjacent to or affected by proposed construction utilizing County Buffer Notification Criteria or instructions from PM and obtains property owner's mailing address. Engineer develops mailing list and provides a copy upon request to the PM.
5. Obtain the Community Meeting Notice guidelines and coordinate with the PM to determine the design and contents of the notice, number of notices to be printed and the property mailing addresses. The notice shall include the anticipated construction start date.
6. Engineer coordinates with PM to develop a color, computer generated, 8½ x 11-inch size community meeting notice with location map utilizing Word™ and based on OCU guidelines.
7. PM sends draft notice to Department Public Information Officer (PIO) for review and final approval by Department Director. PIO requires 10 working days from receipt of draft notice for approvals.
8. PM has Engineer make any changes required by the PIO and Engineer sends final notice to the PM to obtain final approvals.
9. All notices shall meet the requirements set by the County, the Department and the Orange County Public Notification Task Force.
10. Printing
 - A. Fliers shall be printed on white glossy recycled 8 ½ x 11-inch paper
 - B. Stock shall be a minimum of 60lb weight. And printing shall utilize the four-color process paper.

11. Property owners should receive notice two (2) weeks prior to the meeting.
12. Engineer mails Department approved community meeting notice.
13. Construction projects that are 1 year or more in duration, a notice shall be sent to the subject property owners every 6 months and provide the status of the project.
14. Additional notices may be needed if an urgent or emergency situation arises on the project where public notification is warranted

TASK 700 - BIDDING ASSISTANCE

1. Within 30 days before the project is advertised to be bid, revisit any easements containing proposed pipes to determine if any protected animals (gopher turtles, eagles, etc.) have inhabited the area.
2. Create construction drawings and specifications for bidding and ePlan™ distribution by the Orange County Contracts and Purchasing (Purchasing) Division. Construction drawings and specifications shall be formatted as .pdf documents and furnished to Purchasing on CD. Furnish five (5) copies of the CD containing the .pdf documents.
3. Furnish fifteen (15) sets of 24-inch by 36-inch size hard copy construction drawings, one (1) unbound, single page-sided, set of technical specifications with Index of Specification Sections and an Index of Construction Drawings, the Bid Schedule and any Special Provisions to Purchasing for use during the bidding process.
4. Attend a pre-bid conference scheduled by the Department.
5. Consider written questions from bidders related to the Project and prepare all addenda as required to interpret, clarify or expand the Bidding Documents. Submit addenda to Department in a timely manner that allows reception of addenda by all bidders no later than a minimum of three (3) days prior to bid opening date.
6. Prepare a tabulation of all bids received in spreadsheet format and provide a digital copy, review and evaluate the apparent three (3) lowest bidders unit prices, experience and references and make recommendations to the Department regarding the award of the construction contract.

TASK 800 - CONSTRUCTION ADMINISTRATION

The Department's Construction Division provides construction inspection. All instructions to the Contractor(s) shall be issued through the Department. The Engineer shall:

1. Modify bidding documents, if required, and obtain all County/Purchasing required and contractor executed documents; provide the County ten (10) full size and five (5) half-size hard copy sets of the "Conformed" construction drawings and fifteen (15) complete, bound Project Manuals (collectively referred to as the conformed Contract Documents) for the Department's use during the construction phase of the Project.

2. Conformed Construction Documents
 - A. Add the asset numbers assigned by the Department's GIS Section to the applicable assets on the drawings.
 - B. Submit one (1) certified, full size, hard copy sets of Conformed Construction Documents signed and sealed by the Engineer.
 - C. Submit digital Conformed Drawings in AutoCAD (dxf or dwg) format.
3. Preconstruction Conference
 - A. Plan, organize and conduct a pre-construction conference; distribute Conformed Contract Documents, take meeting minutes and distribute written minutes to all attendees.
 - B. Provide a digital version of the conformed construction drawings in AutoCAD™ format (.dxf or .dwg) to the Contractor. Provide an electronic copy of an Excel™ workbook to the Contractor for the As-Built Asset Attribute Data Tables.
 - C. Provide an electronic copy of an Excel™ table to the Contractor for the As-Built Pipe Deflection Table.
4. Review shop drawings and product submittals for conformance with the Contract Documents.
5. Provide clarifications, interpretation of the specifications, sketches and drawings to resolve actual field conflicts encountered and provide consultation and advice during the construction process, as requested by the Department.
6. Attend monthly construction progress meetings, take meeting minutes and distribute minutes to all attendees. Concurrently on the day of the monthly construction progress meeting, observe the construction of the Project and discuss any concerns with the Department.
7. The Engineer shall review at construction progress meetings the progressive As-Built Drawings. Review the Contractor Surveyor's Record Drawing Asset Attribute Data Table (see Table 4). If applicable, the Engineer shall prepare and up-date Gravity Main Table (see Table 5) and Pipe Deflection Table (see Table 6) to determine if the constructed improvements meet the Engineer's design intent.
8. The Department Construction Division executes change orders. If requested by the Department, evaluate requests for changes in contract price and time made by the Contractor.
9. Conduct substantial and final completion inspections of Project and prepare appropriate "punch lists".
10. Prepare necessary documents and submit the Project certification of completion and any necessary partial certifications to the FDEP to obtain all approvals for release of the water main, force main, gravity main, and reclaimed water main for use and including, but not limited, to partial Record Drawings.
11. Projects that have an estimated construction cost of \$6 million shall utilize Primavera Contract Manager Version 12.1 or current version hosted and managed on

Department's server for all documentation and correspondence throughout Construction.

- A. All project correspondence and documentation including but not limited to requests for information, notices, change orders / change management, noncompliance notices, notice of claims, requests for clarification, updates, meeting minutes, shop drawing transmittals, clarifications, shop drawing comments, letters, memo's, etc shall be created and managed in Primavera Contract Manager.
- B. The use of emails as project correspondence and documentation between the Contractor and Engineer is unacceptable and shall be considered noncompliant.

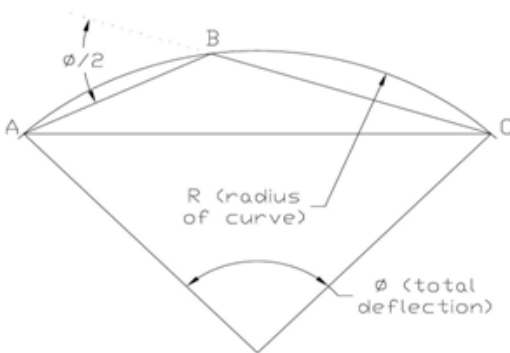
12. Record Drawings

- A. The Engineer shall develop the Record Drawings from the As-built Drawings of the construction supplied by the construction contractor. The Record Drawings shall incorporate all partial clearance information. The Engineer shall indicate substantive deviations from the original design documents and certify whether the deviations are such that the original engineering design intent has or has not been "materially" accomplished by the finished construction. The Engineer shall fully and completely delineate the scope of the Engineer's work on all Record Documents and what services were performed by the Engineer upon which the certification is based. The accuracy of the location information is to be based upon the Contractors surveyor's As-Built Asset Attribute Data Table.
- B. The Record Drawings shall be a compiled representation of the constructed project; shall contain a listing of the sources and the basis of information used in the preparation of the Record Drawings; shall contain a certification that they are believed to be correct to the best of the Engineer's knowledge and that the drawings meet the design intent including, but not limited to, the location of the installed assets (gravity main slopes, if applicable), and degree of pipe deflections.
- C. The Record Drawings shall contain the As-Built Asset Attribute Table that was certified by the Contractor's surveyor and the gravity main and pipe deflection tables.
- D. The Engineer shall submit three (3) certified, full size, hard copy sets of Record Drawings, signed and sealed by the Engineer of Record and containing appropriate notes or disclosures accompanying the certification that state the Engineer's determination that such modifications do or do not "materially" affect the permitted design. Exclusions are not permitted.
- E. The Engineer shall submit a scanned digital version of the certified, hard copy Record Drawing in Adobe Acrobat protected document file (pdf) format and comprised of the tagged information file (tif) format.
- F. Electronic Record Drawings shall be signed and sealed by the Engineer of Record by creating a "signature" file in accordance with Chapter 61G15-23.003, FAC.

Table 5
Gravity Main Table

Downstream		Upstream		As- Built Length (ft)	Design Slope	As-Built Slope	Constructed Allowable Slope
Manhole Number	As-Built Invert Elev.	Manhole Number	As-Built Invert Elev.				

TABLE 6
PIPE DEFLECTION TABLE EXAMPLE

Project: Contractor: Progress Mtg Date: Contract # Dwg Sheet # Utility Type Pipe Manufacturer Pipe size & material PVC Manufacturer Deflection County Allowable Deflection 75% Allowable Angle of Offset Allowable Radius of Curvature Laying Length of Pipe					FM National Pipe 16" PVCC905 6 inches 4.5 inches 1.5 degrees 764 feet 20 feet							
ID	Size and Type	Northing	Easting	Elev.	Calculations Including Elevation (XYZ)							
					Distance between points AB	Distance between points BC	Distance between points AC	Total Deflection Ø'	Radius of Curve**	Average Offset Angle***	Average Offset****	
					Length AB	Length BC	Length AC	XYZ (w/ elevation)	XYZ (w/ elevation)	per laying length	per laying length	
					ft	ft	ft	degrees	ft	degrees	inches	
14041	16" FM	1505131.50	468948.53	107.68	-	-	-	-	-	-	-	-
7000	16" FM	1505059.60	468932.08	108.15	73.76	38.93	112.66	5.48	1,178.35	0.97	4.07	
2128	16" FM	1505022.11	468921.60	108.55	38.93	39.61	78.54	2.29	1,961.65	0.58	2.45	
2127	16" FM	1504983.85	468911.35	108.29	39.61	38.35	77.96	1.78	2,505.50	0.46	1.92	
2126	16" FM	1504946.67	468901.96	107.81	38.35	39.13	77.42	8.79	505.16	2.27	9.51	
2125	16" FM	1504908.11	468895.31	107.48								

Data that has be inputted
 Values in yelloware over spec

*Uses lawof cosines to determine angle ABC and Ø.
angle ABC = arccos((AB²+BC²-AC²)/(2*AB*BC))
180-Ø/2 = angle ABC
Calculate the total deflection Ø.
to the outer point (A or C) is equal in angle to
the approach from the next point along the

** Uses lawof sines, using the chord length AC and radius R.
Since sin((Ø/2)*(PI/180))=(Chord/2)/R and length AC=Chord
R=AC/(2*sin(Ø*PI/360))
This calculation assumes an average radius over the bend between three points.

*** Adds the lengths of AB + BC / 20ft to get an approximate number of bends over the span.
This value is divided by the total deflection
angle to calculate the average bend angle of
This assumes that the bend angle consistent across the entire length.

**** Uses average offset angle and laying length of pipe.

CONTRACT

Y10-815

THIS CONTRACT made and entered into this _____ day of _____ 20____,
by and between the:

BOARD OF COUNTY COMMISSIONERS
201 S. Rosalind Avenue
Orlando, Orange County, Florida

a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and:

> _____
> _____
> _____
FEDERAL I. D. # > _____

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires to retain professional consulting services for
ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS

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

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

I

SCOPE OF SERVICES/SPECIAL PROVISIONS

The CONSULTANT shall diligently and in a timely manner perform professional
services for Orange County in connection with the ENGINEERING SERVICES FOR
HOLDEN HEIGHTS PHASE IV IMPROVEMENTS Project. The scope of
services/special provisions is described in Exhibit A, Scope of Services, entitled,
"ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS",
which is attached to this Contract, and incorporated by reference herein. Any and all
scope of services/special provisions hereto which vary from the general provisions shall
have precedence. Any and all drawings shall have precedence over written
specifications.

II

PAYMENT

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a >lump sum of >fee not to exceed \$>_____ said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PROGRESS PAYMENTS:** Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.
- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	>	>
2.	Sub-Consultants	Multiplier
	>	>
	>	>

I. **PRICE ADJUSTMENT**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Purchasing and Contracts Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no

case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III

DESIGN WITHIN FUNDING LIMITATIONS

- A. The CONSULTANT shall accomplish the design services required under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph C below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract.

However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY if the unfavorable bids or Proposals result from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is \$6,612,000 or as modified by the County.
- D. THE CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- B. The Project Manager and the Project Engineer must be two separate individuals. The Project Manager must be currently employed by the Prime Consultant. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of Purchasing and Contracts. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Purchasing and Contracts Division, 400 E. South St., 2nd Floor, Orlando, FL 32801
 - 2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 3. Direct Purchases: For projects for which construction is valued at

\$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Purchasing and Contracts Division at address shown above.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT.
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the COUNTY Manager of Utilities Engineering Division, or designated representative, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The COUNTY Manager of Utilities Engineering Division, or designated representative, shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Prompt written notice by the COUNTY to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII

TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if

applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual purchase orders or to the contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. Any additional costs incurred by the COUNTY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

D. TERMINATION NOTICE

The Manger, Purchasing and Contracts, shall issue any and all notices involving termination of this contract.

**VIII
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Insurance Requirements:

The CONSULTANT shall procure and maintain on a primary basis and at its sole expense during the life of this Contract, insurance of the types and limits including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the CONSULTANT under the Contract. Insurance carriers providing coverage must be authorized and/or eligible to do business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

Required Coverage:

1. Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.
2. Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4. Professional Liability (if applicable)- The CONSULTANT shall maintain professional liability (errors and omissions) coverage with limits as specified below. The aggregate limit shall be twice the required claim limit for continuing contracts.

<u>Project Cost</u>	<u>Minimum Limit</u>	<u>Maximum Deductible</u>
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$100,000
over \$5,000,000	Determined by the County	

5. Optional Insurance: The COUNTY reserves the right to purchase “per project” professional liability coverage on behalf of the CONSULTANT and its sub-consultants of every tier. If the COUNTY elects to do so then:
- COUNTY will notify CONSULTANT
 - The coverage will include a deductible no greater than the deductible indicated in Item 4, above, shall contain standard industry terms, conditions, and exclusions and be retroactive to the date the CONSULTANT began the design work. The CONSULTANT shall be financially responsible for any deductible.
 - The “per-project” policy will replace and supersede the professional liability insurance requirement in Item 4, above. Said requirement shall become null and void.
 - In exchange, the CONSULTANT shall remove and exclude from its fees (and those of its sub-consultants of every tier) all premiums, costs, fees, charges, and overhead related in any way to Item 4, above.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONSULTANT’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a Waiver of Subrogation in favor of the County for each policy as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONSULTANT agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement (Exhibit A), or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Prior to execution and commencement of any operations/services provided under this contract the CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide a blanket or specific additional insured endorsement for the CGL policy. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

The CONSULTANT shall be responsible for the acts and omissions of its employees, sub consultants of every tier, their agents and employees, and other persons performing any portion of the CONSULTANT'S obligations under this contract. Failure of the CONSULTANT to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its sub consultants of every tier maintain adequate insurance coverage, shall not relieve the CONSULTANT of any contractual responsibility or obligation.

Indemnification:

The CONSULTANT shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

Patents and Royalties:

Unless otherwise provided, the Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Consultant, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Consultant. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Consultant. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

IX**TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
 - 2) Compliance with provisions for pricing change orders; or
 - 3) Compliance with provisions for pricing invoices; or
 - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
 - 5) Compliance with the County's business ethics; or
 - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants,

insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc. Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

X

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder and are the property of the COUNTY upon acceptance of same by the COUNTY.

XI

WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within 1095 days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has

been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
2. provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
3. provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY COUNTY:** In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the COUNTY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of work. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the COUNTY which identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF WORK BY COUNTY:**

1. Right of COUNTY to Suspend Work and Order Resumption – The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in

this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the COUNTY'S suspension or suspension of CONSULTANT'S services exceeds one hundred twenty (120) days, then CONSULTANT and COUNTY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the COUNTY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the COUNTY within ten (10) days after the COUNTY has given notice of its refusal to increase said fees.

XII

STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he 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 Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color religion, sex or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIII
MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subconsultant Contract dollar amount(s) for the M/WBE subconsultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all subconsultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. In the event a certified M/WBE subconsultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE subconsultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that subconsultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all subconsultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE subconsultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and subconsultants (including those with non-M/WBE's) stating that payment will be made to the subconsultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each subconsultant for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

XIV

ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the COUNTY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or consultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the services of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such work.
- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XV

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI

EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded CONSULTANT shall abide by the following provisions:

- (a) The awarded CONSULTANT shall represent that awarded CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the awarded CONSULTANT into the contracts of any applicable subconsultants.

XVII

CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida

ARTICLE XVIII
WELFARE RECIPIENTS

CONSULTANT has committed to hire > _____ () welfare recipients residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall provide the names of individuals hired with verification from One Stop Career Center, 5166 E. Colonial Drive, Orlando, FL 32803 (Attention: Joyce Hinton) Phone 407-445-4305 ext. 4022. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE XIX
CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

ARTICLE XX
AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

ARTICLE XXI
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have 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 any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE XXII
TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange County operations under the Board of County Commissioners became tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

> BOARD OF COUNTY COMMISSIONERS
> ORANGE COUNTY, FLORIDA

Signature

Title

Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

Name Typed or Printed

Date (for County use only)

REQUEST FOR PROPOSALS

#Y10-815-PH

ENGINEERING SERVICES FOR HOLDEN HEIGHTS PHASE IV IMPROVEMENTS

DUE 2:00 P.M. – August 17, 2010

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNATORY: _____ (Print Name) TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

TIN# _____

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.**

IDENTIFICATION OF BUSINESS ORGANIZATION:

Check the appropriate box that describes the organization of the firm proposing:

☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____

The Proposer represents that the following persons are authorized to sign proposals negotiate and/or sign contracts and related documents to which the Proposer will be duly bound:

Name	Title	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____	Date _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

PROJECT TEAM

RFP Project Number _____

TEAM NAME: _____

Federal I. D. Number: _____				
Is Prime Consultant a certified M/WBE Firm Yes _____ No _____				
<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Architect (or Engineer)				
Project Construction Administrator				
Other Key Member ()				
Other Key Member ()				
<u>SUBCONSULTANT</u> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ()				
Other Key Member ()				
Other Key Member ()				

Note: Percentages indicated must conform to percentages indicated on Form C

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	COUNTY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
---	------	--------	--------------	-----------------------------------

1. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

2. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

3. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

**SUBCONSULTANT/SUBCONTRACTOR
(Name & Address)**

1. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

2. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

3. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

4. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

5. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

6. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

7. _____ _____	_____	_____	_____ _____	_____%
-------------------	-------	-------	----------------	--------

Use additional pages if necessary - Total Percentage must equal 100%

LOCATION (continued)

1. Current domicile of Project Manager.

Name of Project Manager _____

City & County _____

State _____

2. Will Project Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No _____ Not Applicable _____

If Project Manager will not relocate, explain how the Project Manager will manage the project and maintain close communication with the County.

Yes _____ Not Applicable _____

If yes, please explain when relocation will occur in relationship to contract award.

LOCATION (continued)

3. Current domicile of Project Engineer.

Name of Project Engineer _____

City & County _____

State _____

4. Will Project Engineer relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No _____ Not Applicable _____

If Project Engineer will not relocate, explain how the Project Engineer will manage the project and maintain close communication with the County.

Yes _____ Not Applicable _____

If yes, please explain when relocation will occur in relationship to contract award.

LOCATION (continued)

AFFIDAVIT

Under penalties of perjury, I swear affirm that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

On this ____ day of _____, 20__, before me appeared (name) _____
_____, to me personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he or she was properly authorized by (name of firm)
_____ to execute the affidavit and did so as his or her
free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 - D5 only - List up to five SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date:

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 - E5 only - List up to five SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Engineer: _____

1. Project Name:
Owner:
Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____
Design or Consulting Completion Date:
(month/year)
Construction Completion Date
Firm:
Summary of Work:

Proposed Project Engineer: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Engineer: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____

Design or Consulting Completion Date:

(month/year)

Construction Completion Date

Firm:

Summary of Work:

Proposed Project Engineer: _____

4. Project Name:
Owner:
Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____
Design or Consulting Completion Date:
(month/year)
Construction Completion Date
Firm:
Summary of Work:

Proposed Project Engineer: _____

5. Project Name:
Owner:
Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type _____
Design or Consulting Completion Date:
(month/year)
Construction Completion Date
Firm:
Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of three pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-3" describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime CONSULTANT as well as other members of the project team; i.e., additional personnel, subconsultants, branch offices, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past ten years) where the team members have performed similar projects previously.

Specifically identify the management plan. The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and subconsultants, clarify the individual(s) responsible for the co-ordination of the separate components of the scope of work, and describe the quality assurance/quality control plan. Provide an organizational chart for the team and label as "Form F-4"; the organizational chart will be in addition to the three page maximum.

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five pages, 8 1/2" x 11", labeled "Form H-1" through "Form H-5" delineate your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

IFB/RFP Number & Title: _____

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/Proposals may be cause for rejection of your bid/Proposal.

	MAJORITY		MINORITY MALES				MINORITY FEMALES				
JOB CATEGORIES	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	TOTAL
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi- Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One): _____ Orange County Workforce _____ Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project? ____ Yes ____ No If yes, how many approximately? _____

Name of Firm _____ Period of Report _____ No. of Years in Business in Orange County _____

Form Completed by _____
Name/Title (Printed or Typed) Signature

Form Approved by _____
Name/Title (Printed or Typed) Signature

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form. However, if the proposer is not a joint venture, check the following block: () NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: _____
2. Address of joint venture: _____
3. Phone number of joint venture: _____
4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.
7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)
 - (a) Profit and loss sharing: _____
 - (b) Capital contributions, including equipment: _____
 - (c) Other applicable ownership interests: _____
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
 - (a) Financial decisions: _____
 - a. Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the State before the contract award.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____

County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

Name of Proposer

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____

Date: _____

**LETTER OF INTENT
(VERIFICATION OF M/WBE UTILIZATION)**

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Subconsultant

Specific Scope(s) of Work

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/98-25, as modified.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of M/WBE Subconsultant

Date

Printed Name & Title

M/WBE Address

Phone Number/Fax Number

Specific Project Expenditure Report (December 16, 2008)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal (Company) or Principal's Authorized Agent: _____

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$
			\$
			\$

If continued on a separate sheet, please check here _____

Total Expenditures this Report: \$

Date of this Report: _____

Solicitation No: Y10-815 -PH _____

FORM N

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____

Signature of Principal or Principal's Authorized Agent

Company Name: _____

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

Solicitation No: Y10-815 -PH

FREQUENTLY ASKED QUESTIONS (FAQ)

Specific Project Expenditure Report

Updated 12-16-08

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

In summary the Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the Board or County Commissioners (BCC). Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code). Projects that are specifically exempt from the SPR requirement include ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by county staff, and some procurement items. (Reference s. 2-354(b), County Code)

WHAT IS LOBBYING?

The County Code defines "Lobbying" to mean communicating directly with the County Mayor, any member of the BCC, or with the member of a County procurement committee **or** communicating indirectly with the Mayor or any other member of the BCC by directing the communication to a staff member of the Mayor or member of the BCC, the County Administrator, any deputy or assistant county administrator, the County Attorney, any county department director, or any county division manager.

In all cases, Lobbying is activity which seeks to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the BCC and will include all communication whether oral, written or electronic and whether initiated by the lobbyist or by the person being lobbied. (Reference s. 2-351, County Code) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee.

WHO FILES THE SPR?

The principal or his/her authorized agent will complete the SPR. Section 2-351, County Code, defines a Principal as the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist. Principal may also include those persons, partnerships, joint ventures, trusts, associations, corporations, limited liability corporations, or other entities where they or their employees do not qualify as a lobbyist but do perform lobbying activities on behalf of a business in which they have a personal interest. For purposes of filing an SPR, principal does not include governmental entities.

WHAT IS AN EXPENDITURE?

Section 112.3125, Florida Statutes, defines "Expenditure" to mean "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106 or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (Reference s.2-354, County Code)

HOW DO I FILE THE SPR?

The BCC requests only one original, signed, cumulative SPR be filed that documents all lobbying expenditures incurred for each specific project or item that will come before the BCC. The SPR must be prepared and contain the original signature of the principal or his/her authorized agent, must be filed with the County Department processing your application, and will remain a part of the application packet for your project or item. (Reference s. 2-354(b), County Code)

WHEN DO I FILE THE SPR?

In most cases the SPR will be collected with your other application forms. The final, cumulative SPR should be filed with the County Department processing your application no less than seven (7) days prior to the scheduled BCC agenda date. (Reference s. 2-354(b), County Code)

CAN I UPDATE THE SPR?

Yes, you may. In fact, all updates to the SPR remain a continuing obligation of the principal or his/her authorized agent and, where an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR should be filed prior to the scheduled BCC meeting. An amended SPR should be filed with the County Department where the original application, including SPR, was filed.

If additional expenditures occur after the final amended SPR is filed and within 7 days of your BCC hearing date, an update to the SPR must then be verbally presented to the BCC if your item is a discussion item or is set for a public hearing. If your item is on the consent agenda and an update occurs within 7 days of the BCC meeting, the item will be pulled from the consent agenda to be considered at a future meeting. (Reference s. 2-354(b), County Code)

WHERE DO I FILE THE SPR AND SUBSEQUENT UPDATES?

The SPR and any update to the SPR should be filed with the County Department processing your application. The SPR and any updates must be filed no less than 7 days prior to your BCC hearing date. (Reference s. 2-354(b), County Code)

RELATIONSHIP DISCLOSURE FORM

This form shall be completed by the bidder, offeror, quoter or respondent or his/her agent (when accompanied by an agent authorization form on file with the County) and is required to be submitted to the Purchasing and Contracts Division by the bidder, offeror, quoter or respondent or his/her agent prior to contract award.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

PART I. BID/PROPOSAL INFORMATION

Name of Bidder, Proposer or Responder: _____

Solicitation No.: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

PART II.

IS THE BIDDER, OFFEROR, QUOTER OR RESPONDENT OR ANY PERSON INVOLVED IN THIS SOLICITATION A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

_____ YES _____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

_____ YES _____ NO

IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

_____ YES _____ NO

If you responded yes to any of the above questions, please state with whom and explain the relationship:

Solicitation No: Y10-815 -PH _____

PART III

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced solicitation is scheduled to be presented. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____

Signature

Print Name and Title

Business Name of Proposer: _____

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

Solicitation No: Y10-815 -PH

FREQUENTLY ASKED QUESTIONS (FAQ)

Relationship Disclosure Form

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (OC CE 2P) is implemented as a part of the Local Code of Ethics to ensure that all procurement items presented to the County include information on each bidder, offeror, quoter or respondent as to their relationship with the Mayor or members of the BCC. The form will be a part of the back up information for your item.

WHAT INFORMATION SHOULD BE DISCLOSED ON THIS FORM?

A relationship disclosure form should be filed with the box checked “YES” and the relationship described if the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *business associate* of the Mayor or any member of the BCC; if any person involved with the solicitation has a beneficial interest in the outcome of the matter and is a business associate with the Mayor or any member of the BCC; in cases where the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *relative* of the Mayor or any member of the BCC; and in those cases where the Mayor or any member of the BCC is an *employee* of the bidder, offeror, quoter, respondent or any person involved with the solicitation.

HOW ARE THE RELEVANT TERMS DEFINED?

Business Associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (s.112.312(4)), Florida Statutes, and s. 2-452(b), Orange County Code)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (s. 112.312(21), Florida Statutes)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (Please see s. 440.02(15), Florida Statutes, for further details on this definition.)

WHAT IF THE ANSWER IS “YES”?

The information on this form is available to the BCC and this form will accompany the item as back up.

WHEN DO I FILE THE RELATIONSHIP DISCLOSURE FORM?

In most cases this form will be collected at the time you submit your procurement-related forms. However, response to a bid will not be deemed unresponsive if this form is not included in the initial submittal packet to the Purchasing Division.

CAN I UPDATE THE RELATIONSHIP DISCLOSURE FORM?

Yes, you may. In fact, updates to the Relationship Disclosure Form remain a continuing obligation of the bidder.

WELFARE RECIPIENTS
PROPOSED HIRING INFORMATION

Firm: _____

Signature of Authorized Representative of Above Firm: _____

To be Submitted with Proposal

Number of Individuals to be Hired: _____

To be Completed After Contract Award

Individual's Complete Name

1. _____

2. _____

3. _____

4. _____

5. _____

For One Stop Career Center Use Only

Verification: I certify that the above individuals are welfare recipients.

Signature: _____ Name: _____

Organization: _____ Address: _____

Phone Number: _____