

**HILLSBOROUGH
COUNTY**

REQUEST FOR PROFESSIONAL SERVICES (RPS)

RPS NO. S-0126-0-2010/LP

PROFESSIONAL ENGINEERING SERVICES FOR HILLSBOROUGH AVENUE
STREETSCAPE IMPROVEMENTS

FOR THE

PUBLIC WORKS DEPARTMENT

Scope Review Meeting: February 25, 2010 at 2:00 PM

Location:

601 East Kennedy Blvd, 18th Floor
Planning Commission Board Room
Tampa, Florida 33602

RPS Submittal Deadline: 5:00 p.m. on March 11, 2010

to

Department of Procurement Services

**601 E. Kennedy Blvd
County Center 18th Floor
Tampa, Florida 33602**

Any response, or portion thereof, received after the
above submittal deadline will not be considered. All responses
are to be submitted to the contact person listed below.

Contact Person: Linda Page, Senior Procurement Analyst
Services Team

Telephone: (813) 301-7067

Fax: (813) 272-6290

WEB SITE: www.hillsboroughcounty.org/procurementservices

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**SECTION A
INSTRUCTIONS FOR RESPONSES**

1.0 ELIGIBILITY FOR CONSIDERATION

1.1 COMPLIANCE WITH CERTIFICATION REQUIREMENTS

- 1.1.1 Only firms certified by Hillsborough County as qualified to provide the required services will be recommended for selection for this project.
- 1.1.2 Certification for this project is required in **Engineering**.
- 1.1.3 If a response is otherwise compliant with the requirements of this RPS, and the submitting firm is not certified, the response will be forwarded to the Evaluation Committee for evaluation.
- 1.1.4 If the certification requirements are not complete by the announcement of the shortlist, the firm will be given no further consideration for selection for the project.
- 1.1.5 All requests for certification shall be submitted to the contact person specified on the cover sheet of this RPS. The information and forms are also available on the internet at <http://www.hillsboroughcounty.org/procurementservices/certification/criteria.cfm>
- 1.1.6 Each firm shall submit its response in the name in which it is certified.
- 1.1.7 DM/DWBE/EEO information can be found at <http://www.hillsboroughcounty.org/econdev>.
- 1.1.8 A list of certified firms can be found at <http://www.hillsboroughcounty.org/procurement/services/resources/publications/ccnaconsultantlist.pdf>

1.2 COMPLIANCE WITH SUBMISSION DEADLINE

- 1.2.1 The response for this project must be submitted in its entirety by the deadline specified on the front cover. **The delivery is solely and strictly the responsibility of the respondent.**
- 1.2.2 No response, or portion thereof, will be accepted for consideration after the specified deadline.

1.3 COMPLIANCE WITH RPS REQUIREMENTS

- 1.3.1 Each response that is forwarded for evaluation **must** meet the requirements specified in this RPS.
- 1.3.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.3.3 Any submittal found unacceptable will not be considered for selection for this project.
- 1.3.4 The TABLE OF CONTENTS FOR PROFESSIONAL CONSULTANT RESPONSE is to be completed by the submitting firm and included in the bound copies of the firm's response.
 - 1.3.4.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS FOR PROFESSIONAL CONSULTANT RESPONSE form provided in this RPS.
 - 1.3.4.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 1.3.5 The response information should be included on either the forms provided in this RPS, or a reasonable facsimile of the provided forms.
- 1.3.6 Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.
- 1.3.7 Eight **(8) Copies** of the firm's response must be submitted. Seven (7) **copies** should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. All copies should be submitted in one (1) sealed container. Each copy **must** contain the following:
 - 1.3.7.1 The FIRM DATA SHEET for the prime firm only.

- 1.3.7.2 Responses to the evaluation criteria
 - Each of the criteria in Section 5.0 must be specifically addressed.
 - Responses should include, but not necessarily be limited to, the information included with each of the criteria.
 - Responses **shall not exceed** the established page limits.
- 1.3.8 One (1) copy of ATTACHMENT A – DM/DWBE PARTICIPATION may be submitted, at the option of the firm, for bonus points.
 - 1.3.8.1 All pages of this attachment are to be securely fastened together. **THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE LOSS OF ANY UNSECURED PAGES.**
 - 1.3.8.2 **Submit ATTACHMENT A in a separate envelope marked "ATTACHMENT A".**
 - 1.3.8.3 The name of the submitting firm is to be indicated on the outside of the envelope.
- 1.3.9 One (1) copy of ATTACHMENT B - EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION QUESTIONNAIRE must be submitted.
 - 1.3.9.1 All pages of this attachment are to be securely fastened together. **THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE LOSS OF ANY UNSECURED PAGES.**
 - 1.3.9.2 **Submit ATTACHMENT B in a separate envelope marked "ATTACHMENT B".**
 - 1.3.9.3 The name of the submitting firm is to be indicated on the outside of the envelope.
- 1.3.10 One (1) copy of the completed RPS CHECKLIST must be submitted in the unbound copy of the firm's response.

2.0 INITIAL RANKING FOR THE PROJECT

- 2.1 The initial ranking for this project will be made on the basis of scoring on the following items for each firm submitting a response that has been determined responsive to the requirements of this RPS:
 - 2.1.1 Responses to the five evaluation criteria specified in Section 5.0 of this RPS.
 - **MAXIMUM POINTS -100**
 - Scored by the Evaluation Committee.
 - The Evaluation Committee's scoring will be based only on the information contained in the response.
 - 2.1.2 ATTACHMENT A - DM/DWBE PARTICIPATION FOR BONUS POINTS
 - **MAXIMUM POINTS - 6**
 - 2.1.3 ATTACHMENT B - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION QUESTIONNAIRE
 - **MAXIMUM POINTS - 4**
 - 2.1.4 VOLUME OF WORK REPORT
 - **MAXIMUM POINTS - 5**
 - 2.1.5 PAST PERFORMANCE RATING
 - **MAXIMUM POINTS - 5**

3.0 VOLUME OF WORK (See Exhibit III – Volume of Work)

- 3.1 A Volume of Work Score will be applied to the evaluation score for each firm submitting a response to the RPS.
- 3.2 The volume of work for a firm shall be the amount of payments made to a firm during the two previously completed fiscal years. The amounts are retrieved from the Clerk's Office official financial accounting system (FAMIS).

- 3.3 The volume of work will be converted to a Volume of Work Score, based on a predetermined conversion chart.
- 3.4 The range of points will be a maximum of five (5) and a minimum of zero (0).
- 3.5 A firm will receive no points when its total payments for the two previously completed fiscal years have exceeded **\$1,000,000**.

4.0 RATING OF PAST PERFORMANCE WITH HILLSBOROUGH COUNTY BY DISCIPLINE (See Exhibit II – Past Performance)

- 4.1 A Past Performance Score in the discipline specified in this project (i.e., engineering, architecture, landscape architect, or surveying and mapping) will be applied to the evaluation score for each firm submitting an acceptable response to the RPS.
- 4.2 Past Performance Score for firms with performance evaluations on file:
 - 4.2.1 The applicable time period shall be the twenty-four month period prior to submittal deadline.
 - 4.2.2 Only those evaluations on file by the submittal deadline will apply to this project.
 - 4.2.3 The range of points will be a maximum of (5) and a minimum of (-5).
- 4.3 Past Performance Score for firms with no performance evaluations on file:
 - 4.3.1 The applicable time period shall be the two previously completed fiscal years (FY08 & FY09).
 - 4.3.2 The Past Performance Score shall be the equivalent to the county-wide average for all firms during the applicable fiscal year.
 - 4.3.3 The minimum score allowable for a firm with no performance evaluations on file shall be 3 points.
 - 4.3.4 The county-wide average score for the current fiscal year (FY10) is **91.10** or 3 past performance points.

5.0 EVALUATION CRITERIA FOR WRITTEN RESPONSE (See Exhibit I – Rating Guide)

5.1 ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL

Maximum Points - **30**

Responses limited to 3 page(s) maximum, plus resumes for key personnel and organizational charts.

- 5.1.1 Attach resumes **only** for key personnel of the Project Team, detailing past experience as it relates to projects of similar size and type.
- 5.1.2 Submit separate organizational charts delineating personnel assigned to both construction and design services, if applicable.

5.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

Maximum Points - **30**

Responses must have only one (1) project per page.

- 5.2.1 List a **maximum of five (5)** recent projects, preferably during the past **four (4)** years, to indicate proficiency in similar work.

5.3 FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

Maximum Points - **15**

Response limited to 2 pages maximum.

- 5.3.1 Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
- 5.3.2 Indicate the controls to be utilized to maintain both schedule and budget for this project.
- 5.3.3 Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project (during both the design and the construction phases, if applicable).

5.4 EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

Maximum Points - **15**

Responses limited to 2 pages maximum, plus a one page graphic representation.

5.4.1 Describe the current workload and your daily ability to handle the scope of services.

5.4.2 Provide a graphic representation, one page maximum, of your current commitment over the next one year period for key members of the project team, including any subconsultants.

5.5 EFFECT OF PROJECT TEAM LOCATION (Scored by the Evaluation Chairperson only).

Maximum Points - **10**

Response limited to 1 page maximum.

5.5.1 Define where elements of the work will be performed (city/state), whether performed by prime or subconsultant firms, and who in the Proposer's organizational chart will oversee performance that work.

5.5.2 Specify the members of the project team and office location for each.

5.5.3 A firm shall be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.

6.0 ORAL PRESENTATIONS/TELEPHONE DISCUSSIONS

6.1 Plan to shortlist no less than **three (3)** firms for this project.

6.2 Oral Presentations by the shortlisted firms **will** be required on this project.

6.3 Telephone Discussions **will not** be held with each of the shortlisted firms.

7.0 RIGHT TO REJECT PROPOSALS

7.1 Subsequent to the issuance of this RPS, the COUNTY reserves the right to reject any and all proposals received in response to this RPS.

7.2 In exercising this right, the COUNTY accepts no liability for any cost incurred by any firm or firms preparing responses to this RPS.

8.0 CONFLICT OF INTEREST

8.1 No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

9.0 CONTACT WITH MEMBERS OF THE EVALUATION COMMITTEE

9.1 Members of the Evaluation Committee are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until negotiations with the top-ranked firm(s) have been authorized.

9.2 Firms are requested not to contact Evaluation Committee members regarding this project. Firms failing to comply with this request may be deemed ineligible for consideration for selection.

10.0 REQUESTS FOR INFORMATION/CLARIFICATION

10.1 Any firm requesting additional information and/or clarifications relating to this project shall direct such requests to the individual specified as Contact Person on the cover sheet.

10.2 Requests should be made, in writing, at least five days prior to the submittal deadline. Requests may be transmitted by facsimile machine (fax) (813) 272-6290.

11.0 OBJECTIONS

11.1 Any professional consultant firm which expresses objection to any activity, decision or determination made during this professional consultant selection process is encouraged to contact the Contact Person on the cover sheet to attempt an informal resolution of the matter. If this approach is unsuccessful, a formal protest may be filed in accordance with Department of Procurement Services' protest procedures.

- 11.2 The protest shall contain the specific basis for the firm's objection to the issue in question.

12.0 REUSE OF EXISTING PLANS

- 12.1 The plans on this project are subject to reuse in accordance with F.S. 287.055(10).

13.0 CHANGES IN PROJECT TEAM-FOR SHORTLISTED FIRMS **PLEASE NOTE******

- 13.1 A CHANGE IN THE PROJECT TEAM OF A SHORTLISTED FIRM AFTER THE SUBMISSION OF THE RESPONSE TO THIS RPS COULD RESULT IN RECONSIDERATION OF THE SCORING OF APPLICABLE EVALUATION CRITERIA.
- 13.2 ANY CHANGES IN THE PROJECT TEAM OF A SHORTLISTED FIRM SHOULD BE BROUGHT TO THE ATTENTION OF THE COUNTY AS SOON AS POSSIBLE AFTER THE CHANGE IS MADE. THE CHANGES, THE REASONS FOR THE CHANGES, AND RESUMES FOR THE INDIVIDUALS BEING SUBSTITUTED FOR AN ORIGINAL PROJECT TEAM MEMBER, MUST BE SUBMITTED, PRIOR TO ORAL PRESENTATION, TO THE INDIVIDUAL SPECIFIED AS CONTACT PERSON ON THE COVER SHEET OF THIS RPS.
- 13.3 NO INCREASES IN SCORING WILL RESULT FROM THE RECONSIDERATION OF CHANGES IN THE PROJECT TEAM OF A SHORTLISTED FIRM.
- 13.4 DECREASES IN SCORING MAY RESULT FROM THE RECONSIDERATION OF CHANGES IN THE PROJECT TEAM OF A SHORTLISTED FIRM.

14.0 CHANGES IN RPS REQUIREMENTS

- 14.1 No interpretation, explanations or clarifications of requirements of this RPS will be made, or can be relied upon, unless issued in the form of an RPS ADDENDUM.
- 14.2 Any addenda issued on this RPS shall become a part of the RPS and shall supersede previous requirements, conditions and time frames specified in the RPS and/or previous addenda.
- 14.3 **Include a signed copy of any addenda issued against this RPS with your response or separately if response has already been submitted. The signed addenda shall be submitted prior to the deadline of the RPS submittal date.**

15.0 ACCEPTANCE OF APPLICABLE POLICIES AND PROCEDURES

- 15.1 Firms responding to this RPS agree by submission of such response to accept and comply with the county policies and procedures that apply to the selection process for this project.
- 15.2 Any concerns, or issues, relating to current policies and procedures may be addressed with county staff, but separate from this selection process.

16.0 FAILURE TO PERFORM

Firms responding to this RPS agree by submission of such response that if, during the term of the resulting contract, the Consultant should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to:

- a) Obtain the services from another Consultant; and/or
- b) Terminate the contract; and/or
- c) Suspend/Debar the Consultant from proposing/bidding on Hillsborough County procurement/contracts for a period of up to 24 months and/or
- d) Pursue any and all other remedies available to the County.

17.0 SECURITY OF PLANS AND SPECIFICATIONS

Professional agrees to use care in protecting plans and specifications for County Infrastructure from access by unauthorized persons. *Release of documents or information other than as required to fulfill the scope of the contract is prohibited. The County's Project Manager is empowered to authorize release of documents.* Failure to protect these documents could jeopardize the safety of the citizens of Hillsborough County, so they must always be treated with the utmost care.

18.0 INSURANCE REQUIREMENTS FOR THE PROJECT

The following insurance coverage is required for this project. ***General Liability, Auto Liability, Garage Keepers, and Aircraft Insurance must include "Hillsborough County, a political subdivision of the State of Florida" as an Additional Insured.**

18.1 **Worker's Compensation and Employer's Liability Insurance:**

Employer's Liability:

Limit Each Accident.....	\$100,000
Limit Disease Aggregate	\$500,000
Limit Disease Each Employee	\$100,000

18.2 **Commercial General Liability Insurance:**

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	N/A
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	N/A
Specific Contract Aggregate Limits.....	<u>\$1,000,000</u>

18.3 **Business Automobile Liability Insurance:**

Bodily Injury & Property Damage Liability	
Combined Single Limit Each Accident	\$1,000,000

18.4 **Professional Liability:**

Maximum Deduction	\$1,000,000
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18.5 **Aircraft Liability Insurance** shall be maintained by the **PROFESSIONAL** as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired aircraft with limits of not less than: Maximum Deduction..... N/A

18.6 **Pollution Liability Insurance:**..... N/A

19.0 PUBLIC ENTITY CRIMES STATEMENT

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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

20.0 IRS FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Firms must complete and submit one copy of the attached W-9 form in the unbound copy of their response to this RPS.

21.0 HILLSBOROUGH COUNTY BUSINESS TAX

All Proposers are requested to submit a copy of their Hillsborough County Business Tax Receipt in the unbound copy of their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the opening date of this solicitation.

EXHIBIT I
PROFESSIONAL SERVICES COMMITTEE
CONSULTANT SELECTION CRITERIA
RATING GUIDE

EVALUATION CRITERIA NO. 1: ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (30)

- (1-6) Project team personnel do not have appropriate level of qualifications and experience. Project team does not contain all critical disciplines. Organization of project team is inappropriate. Prime firm lacks adequate professional resources to properly provide services. Proposed project manager is not appropriate.
- (7-12) Some project team personnel have adequate level of qualifications and experience. Project team lacks minor disciplines. Organization of project team is marginal. Prime firm's professional resources to properly provide services are marginal. Proposed project manager's qualifications are marginal.
- (13-18) Project team personnel have adequate level of experience. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has adequate professional resources to properly provide services. Proposed project manager's qualifications are adequate.
- (19-24) Project team personnel have above average level of experience and the project manager is uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has superior professional resources to properly provide services.
- (25-30) Project team personnel have exceptional level of experience and several are uniquely qualified. Project team contains all necessary disciplines. Organization of project team is superior. Prime firm has exceptional professional resources to properly provide services. Proposed project manager is uniquely qualified.

EVALUATION CRITERIA NO. 2: FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE (30)

- (1-6) Prime firm has marginal experience with projects of a similar size and type.
- (7-12) Prime firm has minor successful experience with projects of a similar size and type. Scope of services provided for representative projects vary from RPS Scope.
- (13-18) Prime firm has adequate successful, recent (within past five years) experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.
- (19-24) Prime firm has more than adequate successful, recent (within past 5 years) experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.
- (25-30) Prime firm has superior past and recent successful experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.

EVALUATION CRITERIA NO. 3: FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS (15)

- (1 3) Submittal does not address either the schedule or budget.
- (4-6) Submittal shows inadequate understanding of schedule and budget requirements.
- (7-9) Submittal shows adequate schedule approach and understanding of budget control. Project budget and schedule can be met or modified to meet project intent.

- (10-12) Submittal shows good understanding of and approach to schedule and budget. Project budget and schedule can be met.

- (13-15) Submittal shows superior understanding of and approach to schedule and budget with potential improvements for project delivery and cost savings.

EVALUATION CRITERIA NO. 4: EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD (15)

- (1-3) Submittal shows that consultant does not have sufficient available personnel to complete services on schedule.
- (4-6) Submittal shows that consultant's workload commitments will impact its ability to complete services on schedule
- (7-9) Submittal shows that while consultant has adequate time and available personnel, prior workload commitments may impact its ability to complete services on schedule.
- (10-12) Submittal shows that consultant's project team has adequate time and available personnel to complete services on schedule.
- (13-15) Submittal shows that consultant's project team has adequate staffing available to complete services on schedule. Submittal indicates backup staffing capability in the event of unforeseen circumstances.

EVALUATION CRITERIA NO. 5: EFFECT OF PROJECT TEAM LOCATION ON PROJECT (10)

Scored by Evaluation Committee Chairperson ONLY

Note: "Local" is any county within the Tampa Bay Regional Partnership area, i.e. Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.

- (1-2) Non-local location of most of project team, including the prime firm and Project Manager, may adversely affect work quality and schedule.
- (3-4) Non-local location of some of project team, although prime firm and project manager may be local, may adversely affect work quality and schedule.
- (5-6) One or two key elements of project teams are non-local and may adversely affect work quality and schedule. All major sub-consultants (Civil, Structural, Mechanical, Electrical, Plumbing) are local.
- (7-8) Only minor elements of project team are non-local and probably will not affect work quality or schedule.
- (9-10) All of the project team is local.

**EXHIBIT II
CONSULTANT EVALUATION OF PAST PERFORMANCE
BY
PRIMARY DISCIPLINE**

RATING CONVERSION CHART

<u>AVERAGE SCORE</u>	<u>NUMBER OF POINTS</u>	<u>CAPES EVALUATION RATINGS</u>
100 - 97	5.00	25.00 - 24.25 = SUPERIOR
96 - 92	4.00	24.00 - 23.00 = SUPERIOR
91 - 84	3.00	22.75 - 21.00 = ACCEPTABLE
83 - 80	2.00	20.75 - 20.00 = ACCEPTABLE
79 - 75	1.00	19.75 - 18.75 = ACCEPTABLE
74 - 72	0.00	18.50 - 18.00 = MARGINAL
71 - 70	-1.00	17.75 - 17.50 = MARGINAL
69 - 68	-2.00	17.25 - 17.00 = MARGINAL
67 - 66	-3.00	16.75 - 16.50 = MARGINAL
65 - 64	-4.00	16.25 - 16.00 = MARGINAL
Below 64	-5.00	Below 16.00 = UNACCEPTABLE

NOTES REGARDING THE RATING CONVERSION CHART:

1. This conversion chart will be used in determining the past performance points to be assigned to a firm. The chart is based on the conversion of performance evaluation scores for the project's **primary** discipline (i.e. engineering, architecture, etc.) for Hillsborough County projects to past performance points.
2. The time period for which evaluations will be considered is 24 months prior to the submittal date. Firms with no prior evaluations on file will be assigned the County-wide average.
3. Scores falling between ranges (examples 56.40 and 69.56) will be rounded off as follows:
If the fraction is less than 0.5, the fraction will be dropped. (Examples: 56.40 would round to 56.0.)
If the fraction is 0.5 or greater, the score will be rounded to the next whole number. (Example: 69.56 would round to 70.0)

The Director of the Requesting Department is responsible for ensuring that evaluations (past performance) are conducted at a minimum at the end of each contract or work order (in the case of miscellaneous contracts). Interim evaluations may be completed at the reasonable discretion of the Requesting Department Director based on the length of the contract or work order. Evaluation data shall be provided to Department of Procurement Services through the Consultant Automated Performance Evaluation System (CAPES).

EXHIBIT III
VOLUME OF WORK POINTS

<u>DOLLAR VOLUME</u>	<u>POINTS</u>
\$0 - \$200,000	5.0
\$200,001 - \$400,000	4.0
\$400,001 - \$600,000	3.0
\$600,001 - \$800,000	2.0
\$800,001 - \$1,000,000	1.0
OVER - \$1,000,000	0

SUMMARY

- Maximum of five (+5) points
- The time period for which volume of work will be considered: the two (2) previously completed fiscal years
- Points are based on actual fees paid to the firm during the two (2) previously completed fiscal years, as retrieved from the Clerk of the Circuit Court's official financial accounting system (FAMIS)
- Point categories are incremented by 1.0 point
- No points are awarded when the two (2) year total exceeds \$1,000,000

**SECTION B
REQUIRED FORMS
AND ATTACHMENTS**

COVER SHEET FOR RESPONSE

RPS CHECKLIST

TABLE OF CONTENTS FOR PROFESSIONAL CONSULTANT RESPONSE

FIRM DATA SHEET

ATTACHMENT A (if firm is requesting DM/DWBE Participation bonus points)

ATTACHMENT B

EO/AA REQUIREMENTS

EO/AA GRID

PROFESSIONAL CONSULTANT RESPONSE FORMS

5.1 ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL

5.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

5.3 FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

5.4 EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

5.5 EFFECT OF PROJECT TEAM LOCATION

PROFESSIONAL CONSULTANT SELECTION

COVER SHEET FOR RESPONSE

PROJECT TITLE: **PROFESSIONAL ENGINEERING SERVICES FOR HILLSBOROUGH AVENUE
STREETSCAPE IMPROVEMENTS**

RPS NUMBER: **S-0126-0-2010/LP**

APPLICANT FIRM:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON/TITLE: _____

ALTERNATE CONTACT PERSON/TITLE: _____

FEDERAL TAX ID NUMBER: _____

EMAIL ADDRESS: _____

RPS CHECKLIST

RPS NO. S-0126-0-2010/LP

FIRM _____

YES	No	
_____	_____	1. Is your firm currently certified?
_____	_____	2. <u>If not currently certified, indicate if the following documents are being included in a separate packet for certification:</u>
	_____	Current Standard Form 330, Part II
	_____	Certificate of Status from Florida Department of State
	_____	Certificate of Registration from Florida Department of Professional Regulations
_____	_____	3. Eight (8) copies (Seven (7) bound and one unbound) of your responses are provided.
_____	_____	4. All copies contain the completed FIRM DATA SHEETS for the prime firm.
_____	_____	5. All copies contain a response to each of the five evaluation criteria.
_____	_____	6. The responses are provided either on the response forms provided in the RPS or on reasonable facsimiles of the required forms.
_____	_____	7. If the responses are provided on reasonable facsimiles, both the format and content are The same as in the forms provided in the RPS.
_____	_____	8. The response to each of the criteria is within the specified page limits?
	_____	Criteria 5.1
	_____	Criteria 5.2
	_____	Criteria 5.3
	_____	Criteria 5.4
_____	_____	Criteria 5.5
_____	_____	9. One copy of optional ATTACHMENT A- DM/DWBE BONUS POINTS REQUEST is included.
	_____	A letter is included to request Bonus Points and specifies the number of Bonus Points requested
	_____	The required Letter of Intent from the subconsultant firm is included.
	_____	The firm is not certified by Hillsborough County, but is certified by DMS. A copy of the DMS Certification Letter is included.
	_____	ATTACHMENT A is in a separate envelope with Firm's name on the outside.
_____	_____	10. One copy of the required ATTACHMENT B - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION QUESTIONNAIRE.
	_____	ATTACHMENT B is in a separate envelope with Firm's name on the outside.
_____	_____	11. One copy of all signed Addenda is included in unbound copy.
_____	_____	12. One copy of W-9 is completed and included in unbound copy.
_____	_____	13. One copy if Business Tax license is included, if applicable in unbound copy.
_____	_____	14. Signature page.

ONLY ONE COPY OF THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH IN UNBOUND COPY

**TABLE OF CONTENTS
FOR
PROFESSIONAL CONSULTANT RESPONSE**



FIRM: _____

PROJECT: _____

RPS NUMBER: **S-0126-0-2010/LP**

<u>ITEM</u>	<u>PAGE</u>
-------------	-------------

COVERSHEET	
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FIRM DATA SHEET	
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EVALUATION CRITERIA	
---------------------------	--

- 5.1 ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL
- 5.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE
- 5.3 FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS
- 5.4 EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD
- 5.5 EFFECT OF PROJECT TEAM LOCATION

FIRM DATA SHEET

Page 1 of 2

RPS NUMBER: **S-0126-0-2010/LP**

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: () _____

FAX NUMBER: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company

_____ Branch or Subsidiary

Parent Company, if any

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

FIRM DATA SHEET

Page 2 of 2

Personnel by Discipline: (For submitting office)
List each person only once, by primary function:

_____ Administrative	_____ Engineers	_____ Geologists
_____ Architects	_____ Chemical	_____ Hydrologists
_____ CADD Operators	_____ Civil	_____ Interior Designers
_____ Construction	_____ Electrical	_____ Landscape Architects
_____ Inspectors	_____ Mechanical	_____ Land Surveyors
_____ Draftsmen	_____ Mining	_____ Oceanographers
_____ Ecologists	_____ Sanitary	_____ Planner
_____ Economists	_____ Soils	_____ Urban/Regional
_____ Structural	_____ Specification Writers	_____ Transportation
_____ Others (Specify)		

SUBCONSULTANT FIRMS:

FIRM NAME AND ADDRESS

SERVICES TO BE PROVIDED

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

ATTACHMENT A

DISADVANTAGED MINORITY / DISADVANTAGED WOMEN BUSINESS ENTERPRISE PARTICIPATION

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified firms may receive up to a maximum of six (6) bonus points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified as a *bona fide* DM/DWBE with Hillsborough County or has been granted reciprocal certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for **one** six-month period to firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. Owners of firms that are no longer economically disadvantaged and have graduated from Hillsborough County's program shall not be counted toward goal attainment through reciprocal certification, or a joint venture. The DM/DWBE Directory and a list of those firms that have graduated can be found on the county website at: <http://www.hillsboroughcounty.org/econdev/enterprise>

When requesting bonus points, firms shall include a copy of the certification letter issued to the DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing firm to furnish all the necessary information and documentation to the County in order to receive bonus points. **Only one level of participation may be chosen. Bonus points are not cumulative.** Bonus points will be assigned based on the level of DM/DWBE participation as outlined below:

Level	Certification Statements	Points
1	The applicant firm is a certified DM/DWBE and has issued a signed letter of commitment certifying that a minimum of 10% of its ultimate fees will be subcontracted to (an) other certified DM/DWBE(s), which is/are identified in the request for bonus points.	6
2	The applicant firm has issued a signed letter of commitment certifying that a minimum of 10% of its ultimate fees will be subcontracted to certified DM/DWBE(s), which is/are identified in the request for bonus points.	5

Submit one (1) bound copy of Attachment A.

The request for bonus points shall be made on company letterhead and must include the following:

1. The RPS number and project name.
2. The number of bonus points requested.
3. The name of the firm(s) to be utilized and the **corresponding certification statement** required for bonus points.
4. **A signed letter of intent from the DM/DWBE, on its letterhead, stating its intent to perform the services and the scope of work. This letter must reference the project.**
5. **A copy of the DM/DWBE's current certification.**

NOTE: FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS WILL RESULT IN DENIAL OF THE REQUESTED BONUS POINTS.

SPECIAL NOTE: If the successful proposer has received bonus points, that firm will be required to submit to the DM/DWBE & SBE Programs Section of the Economic Development Department a copy of the executed subcontract agreement with each DM/DWBE listed in the letter of commitment. Annual reports detailing the amount of money paid to each DM/DWBE must also be submitted. Failure to provide this information may result in the denial of future bonus points.

Contact person for Attachments A & B: Felix Bratslavsky @ (813) 276-2729 Ext. 62729, BratslavskyF@hillsboroughcounty.org.

07/21/06

ATTACHMENT B

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION QUESTIONNAIRE

All proposers are required to respond to this questionnaire as it relates to their firm's employment practices. Joint ventures are required to submit a response to Attachment B for each firm in the joint venture. It is possible to obtain a maximum of 4 points in Attachment B.

Provide a completed workforce distribution matrix (EEO category grid), a copy of your firm's Affirmative Action Plan (AAP), and Equal Employment Opportunity Statement. **(Please Note:** An Affirmative Action Plan is required if your firm has at least fifteen (15) employees. If your firm has fewer than fifteen (15) employees, an Affirmative Action Policy Statement, Equal Employment Opportunity Policy Statement and a completed workforce distribution matrix are required. The two Policy Statements must be signed and dated by the firm's chief operating officer.)

Level	Certification Statements	Points
1	Properly completed workforce distribution matrix indicating EEO categories	1
2	Equal Employment Opportunity Policy Statement, signed and dated by chief operating officer.	.5
3	A complete Affirmative Action Plan which includes: self-analysis (0.5 point); goals (0.5 point); actions to be taken (0.5 point); discrimination complaint procedure (0.5 point). In addition the proposer shall provide a separate, signed statement of adherence to regulations and other provisions requiring non-discrimination in the employment of handicapped persons, disabled veterans, and veterans of the Vietnam Era (0.5 point). This statement must be signed by the firm's chief operating officer. (Firms having fewer than fifteen employees will be awarded 2.5 points for an Affirmative Action Policy Statement.)	2.5

Attachment B evaluation scores and comments are available from the Services and Construction Section of the Department of Procurement Services. For technical assistance or if additional information is needed concerning Attachment B, please call the DM/DWBE & SBE Programs Section of the Economic Development Department at 272-5969.

Due to the unchanging nature of corporate policy, responses to parts 2 & 3 above may be submitted on an annual basis (based on a calendar year) to the DM/DWBE & SBE Programs Section of the Economic Development Department. To exercise this option, firms must indicate on each proposal that their annual submittal is on file with the DM/DWBE & SBE Programs Section. The response to part 1 (EEO category grid) must be submitted with each proposal. Any revisions or updated goals in the AAP due to workforce composition changes should also be submitted as changes occur.

Contact person for Attachments A & B: Felix Bratslavsky @ (813) 276-2729 Ext. 62729, BratslavskyF@hillsboroughcounty.org.

FIRM NAME: _____

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)

Substitute W-9

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

Florida Statute 119.071(5); collection of Social Security Numbers

Hillsborough County Clerk of the Circuit Court collects your social security number (TIN) for the purpose of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantial similar to this Form W-9.

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

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

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

ONE COPY OF THE BUSINESS TAX LICENSE MUST BE SUBMITTED IN THE UNBOUND COPY FOR FIRMS WITH AN OFFICE IN HILLSBOROUGH COUNTY

FIRMS CAN OBTAIN INFORMATION ABOUT THE LICENSE AT:

<http://www.hillstax.org/occweb/default.asp>

PROFESSIONAL CONSULTANT RESPONSE FORMS

THIS SECTION MUST CONTAIN EACH SUBCATEGORY LISTED IN THIS RPS, SECTION A, AT A MINIMUM AND MUST BE WITHIN THE PAGE LIMITATIONS STATED AND NUMBER OF PROJECTS LISTED WHERE INDICATED. ANY PAGES EXCEEDING THE LIMITATIONS WILL BE REMOVED FROM ALL COPIES OF THE PROPOSAL AND WILL NOT BE FORWARDED TO THE EVALUATION COMMITTEE MEMBERS FOR EVALUATION.

- 5.1 ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL
- 5.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE
- 5.3 FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS
- 5.4 EFFECT OF FIRMS RECENT, CURRENT AND PROJECTED WORKLOAD
- 5.5 EFFECT OF PROJECT TEAM LOCATION

5.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

1. Project Title: _____
2. Project Location: _____

3. Project Description: _____

4. Owner's Contact Name and Address: _____

Contact Person/Phone No.: _____
5. Project costs at project completion: Design: _____
Construction: _____
6. Were the Design Services completed within budget? _____
If not, what were the original design fees? _____
7. Were the Construction Services completed within budget? _____
8. Project Duration (Dates):
 - a. Design: Start Date: _____ Completion Date _____
 - b. Construction: Start Date: _____ Completion Date _____
9. Were the Design Services completed within schedule? _____
If not, what was the original design completion date: _____
10. Were the Construction Services completed within schedule? _____
11. If not, what was the original construction schedule? _____
12. Location of office performing work: _____
13. Was applicant the prime firm? _____ Or Subconsultant firm? _____
14. Was work performed in-house? _____
15. Type/Scope of services provided: _____
16. Names of key team personnel for this project: _____
17. Which members of your proposed team worked on this project? _____

I hereby certify that the information provided in this response is accurate, complete, and current at the time of submission.

PROFESSIONAL: _____

BY: _____
AUTHORIZED SIGNATURE

TITLE: _____

DATE: _____

SECTION C SCOPE OF SERVICES

Summary of Scope of Service

Services are required to prepare construction plans for Hillsborough Avenue improvements related to the overlay district recommendations and The Town 'N County Community Plan to be used as a template for future enhancements of Hillsborough Ave. Improvements will be identified through design development but will focus on decorative sidewalks, pedestrian lighting, crosswalks, landscaping, ADA accessibility, and other such streetscape enhancements to Hillsborough Ave. Limits of design along Hillsborough Ave will be from Town and County Blvd to Ambassador Drive, approximately 0.23 miles in length. Design services will be generally limited from existing Right of Way to back of existing curb and gutter both north and south side of Hillsborough Avenue.

Right-of-way acquisition will not be necessary to accommodate the proposed improvements. Environmental permitting is not anticipated on this project.

The CONSULTANT will prepare the necessary Contract Documents for all construction within the project limits. Elements of work will include streetscape plans, landscaping plans, coordination with various stakeholders and with local and State Agencies, alternative analysis, utility accommodation plans as necessary, technical specifications, contract documents and a cost estimate. Progress will be reported monthly with submittal of each invoice. All work will be done in accordance with the FDOT LAP Agreement.

1.0 Design Phase Services

1.1 Design and Right-of-Way Survey

Selected firm will perform the survey services required to prepare the design plans. Survey services must comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code.

To include the following services:

1.1.1 Baseline Control Survey

Extend Geodetic Horizontal Control through the project in accordance with Section 4 of the Hillsborough County Surveying Procedures Manual. Coordinate control will be based on Florida State Plan Coordinate system NAD1983/adj90, in feet.

1.1.2 Stationing

Establish baseline survey in accordance with Section 6 of the Hillsborough County Surveying Procedures manual.

1.1.3 Vertical Datum Survey

Extend vertical control datum through the project in accordance with Section 7 of the Hillsborough County Surveying Procedures Manual. Vertical datum will be NAVD88 utilizing Hillsborough County Bench Marks VA- 295, VA-048A.

1.1.4 Topographic Survey

The topographic survey limits and features include the following:

- Hillsborough Avenue right-of-way to right-of-way. Roadway cross sections will be collected at an interval of 50 feet along Hillsborough Avenue from Town and County Blvd to Ambassador Drive and at all significant changes in profile of special sections required for the design effort (i.e., at driveways, drainage structures, etc.). Coverage shall extend 300 feet north and south of the intersection. An electronic digital terrain model of the existing roadway surface will be generated from cross sections collected in the field.
- Existing trees and Landscape that are within the existing right-of-way.
- Existing physical features including all above and below ground utilities, power poles, drainage structures...etc.

The survey will be done with electronic data collection in accordance with Section 9 of the Hillsborough County Surveying Procedures Manual.

1.2 Utility Coordination

1.2.1 Utility Adjustment Plans

The CONSULTANT will prepare Utility Adjustment Plans using the roadway base mapping and information from the affected utility companies including but not limited to Hillsborough County, City of Tampa, Verizon, TECO, Level 3 Communication, and Time Warner Cable. The location of existing utilities will be verified by use of Subsurface Utility Excavation (SUE). The Utility Adjustment Plans will be submitted at the 60%, 100%, and final submittals. The plans will include the location of existing utilities and proposed relocations. Consultant is to follow the procedures in the "Utility Coordination Procedures for Hillsborough County Construction Projects within County Rights-Of-Way Revised March 2009"

1.2.2 Meetings

The CONSULTANT will conduct one (1) utility coordination meeting prior to the 100% plan submittal. The CONSULTANT will prepare minutes for this meeting. The CONSULTANT will be expected to facilitate meetings with all stakeholders, such as the Town 'N Country Alliance and Upper Tampa Bay Chamber of Commerce, to develop the preferred streetscape plan. Status Meetings with the stakeholders will be expected once per month at a minimum.

1.3 Geotechnical Investigations

The CONSULTANT will provide the geotechnical investigations and laboratory testing required to support the streetscape plans as needed.

1.4 Landscape and Streetscape Plans

Landscape and Streetscape Plans will include a key sheet, general notes, landscape notes and details, sheet with a listing of utility owners, tabulation of quantities sheet, plan sheets showing the design of the proposed landscape and streetscape elements to include line of sight analysis, plant ledger with proposed locations of all landscape and streetscape components. The 30% plans will provide three "alternatives" for consideration in illustrative format, in color, plan view, sections or elevations, or sample images to help describe each alternative with a recommendation for implementation. The 30% plans will require a full presentation to the stakeholders group for review and input. 60% plans will not only provide engineered plans but also a final "preferred" alternative in illustrative format, in color, with appropriate supporting imagery as is necessary to help "sell" the final concept master plan. The 60% plans will be presented by the CONSULTANT to the stakeholders group for final approval.

1.4.1 Submittal Milestones – CONSULTANT shall coordinate and resolve all FDOT phase review directly with the State.

- A. 30% - Hillsborough County Submittal only
- B. 60% - Hillsborough County and FDOT Submittal
- C. 100% - Hillsborough County and FDOT Submittal
- D. Final - Hillsborough County and FDOT Submittal

1.4.2 Plan Scale

The sheets will be approximately 11" x 17". The minimum scale will be 1" = 40'.

1.4.3 Design Criteria

CONSULTANT will prepare the design, plans, and specifications in accordance with the latest editions of the following: A Policy on Geometric Design of Highways and Streets, AASHTO, 2001; Manual on Uniform Traffic Control Devices, FHWA, 2000; Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, FDOT; Roadway Plans Preparation Manual, FDOT; Roadway and Traffic Design Standards, FDOT, Standard Specifications for Road and Bridge Construction, FDOT, Approved Hillsborough County and FDOT landscape design criteria, Livable Roadways Guidelines, and Hillsborough County Land Development Code

1.7 Specifications and Contract Documents

The CONSULTANT will prepare special provisions as required by the design that will include specifications covering any special construction methods that may be required, or project specific changes to the FDOT Standard Specifications for Road and Bridge Construction.

1.8 Cost Estimate

A construction cost estimate will be prepared for the proposed work.

2.0 Post Design Services

Post design services are not part of this proposal. Services can be negotiated later if required.

3.0 County Responsibilities

The County will:

- A. Provide phase reviews of all submittals at the design phases.
- B. Provide a CD with previous work performed.
- C. Provide information related to the:

Hillsborough Avenue Overlay District & Town N Country Community Plan

<http://www.hccommunityplanning.com/hccbpp%5FTownNCountry/>

Livable Roadways Guidelines

http://www.hillsboroughmpo.org/pubmaps/pubmaps_folders/folderother/otherplans_files/080106-Livable%20Roadways-final.pdf

Hills Ave Overlay District.

<http://library.municode.com/index.aspx?clientId=12399&stateId=9&stateName=Florida>

4.0 Beginning and Length of Services

Design Services to be rendered by the CONSULTANT as herein described, will be commenced upon written notice from the County, and will be completed within a period of **195 days** from the receipt of all deliverables from the County including coordination and resolution of all FDOT phase submittals.

END OF SCOPE

SECTION D
LOCAL AGENCY PROGRAM (LAP) AGREEMENT



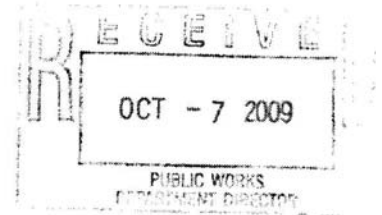
Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612-6456

STEPHANIE C. KOPELOUSOS
SECRETARY

October 1, 2009



Mr. Robert Gordon, P.E., Director
Department of Public Works
Hillsborough County
P. O. Box 1110
Tampa, FL 33601

RE: Local Agency Program (LAP) Agreement
S.R. 580 (Hillsborough Avenue) Streetscape Improvements Project
FPN: 426160 1 38 01 Contract Number: APO55

Dear Mr. Gordon:

The Local Agency Program (LAP) Agreement for the above referenced project was executed October 1, 2009 and is attached to this cover. This letter serves as the Notice to Proceed for the Preliminary Engineering phase of the project and Hillsborough County may incur costs related to this project as of the execution date.

The Department's LAP Liaison for this project will be Theresa Farmer who can be reached at (813) 975-6445. She will assist you with project schedule and plans submittal requirements.

If you have any questions, please call me at (813) 975-6434 or Sara Clark at (813) 975-6428.

Sincerely,

Lawrence Taylor
District Special Projects/LAP Administrator
lawrence.taylor@dot.state.fl.us

LT
Enclosure

cc: Karen Demeria, District Work Program Administrator
Ron Chin, District Design Engineer
Linda Mitchell, District Financial Services Manager
Carol Wakley, Production Manager

www.dot.state.fl.us



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 1

FPN: 426160 1 38 01 Fund: TCSP FLAIR Approp: _____
Federal No: TCSP 0394 Org Code: 55073060738 FLAIR Obj: _____
FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____
FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____
FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____
County No: HILLSBOROUGH (10) Contract No: AP0 55 Vendor No: VF 596000661 247
Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 1st day of OCTOBER, 2009 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Hillsborough County hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of the SR 580 (Hillsborough Avenue) Streetscape Improvements Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

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Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 222,300.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

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8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

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

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with

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applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

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12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default

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shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

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

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

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all

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subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

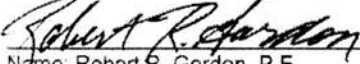
The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

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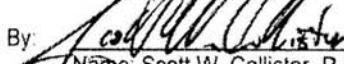
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

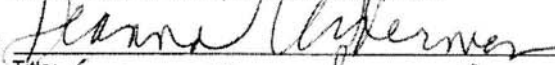
AGENCY HILLSBOROUGH COUNTY BOCC

By: 
Name: Robert R. Gordon, P.E.
Title: Director Public Works Department

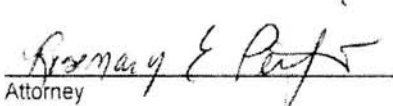
Attest: CARDLYN M. KAMERMAYER
Title: SR. ADMIN. SPECIALIST

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: 
Title: Executive Secretary

As to form:


Attorney

As to form:


District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

FM #: 426160 1

Amount: \$222,300.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426160 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Hillsborough County.

Dated OCTOBER 1, 2009

PROJECT LOCATION:

The project is not on the National Highway System.

The project is on the State Highway System.

PROJECT DESCRIPTION:

Project includes the design activities of the SR 580 (Hillsborough Avenue) Streetscape Improvements Project from Town and Country Boulevard to Ambassador Drive. Special characteristics and proposed scope elements include installation of widened sidewalks, possible installation of pedestrian-scale lighting, landscaping, enhanced bus stop areas with additional shelters, and additional site furnishings such as benches and trash receptacles.

SPECIAL CONSIDERATIONS BY THE AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement.

The Agency will submit design plans for review and approval at Phase II (60%), Phase III (90%), and Final.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be provided to the FDOT with submittal of Final Plans.

Should the Agency receive funding for the construction phase, it will not begin construction until the Department has reviewed and approved plans, executed an Agreement with the Agency, obtained Federal Authorization and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency shall provide a project schedule to the Department which identifies major tasks, submittal and a completion date of the design activities of this project by September 30, 2009. If at any moment during project implementation it is determined that the project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

encountered while implementing the project.

For projects and instances where the Department has provided environmental permitting, the Agency will provide as-built plans to the Department for project close-out.

The Agency will be responsible for acquiring all required permits for the project including a Right of Way use permit and required Maintenance Agreements to be submitted to the appropriate Department Maintenance Office for review and approval prior to construction.

SPECIAL CONSIDERATION BY THE DEPARTMENT:

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have sixty (60) working days to review and approve the goods and services submitted for payment.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Mr. Robert Gordon, P.E. Director Hillsborough County Engineering Division Department of Public Works P.O. Box 1110 Tampa, FL 33601	FPN: 426160 1 38 01
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PROJECT DESCRIPTION

Name: SR 580 (Hillsborough Avenue) Streetscape Improvements Project Length: _____

Termini: Town and Country Boulevard to Ambassador Drive

TYPE OF WORK By Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2009-2010	222,300		222,300
	2010-2011			
	2011-2012			
	Total Design Cost	222,300		222,300
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2009-2010			
	2010-2011			
	2011-2012			
	2012-2013			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)	2010-2011			
	2011-2012			
	2012-2013			
	Total CEI Cost			
	Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT		\$222,300		\$222,300

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.